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7  
8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 LUCIA LUONG, Individually and On Behalf  
11 of a Class of Similarly Situated Individuals,

12 Plaintiff,

13 v.

14 SUBARU OF AMERICA, INC.,

15 Defendant.

Case No.:

**CLASS ACTION COMPLAINT FOR:**

**(1) Violations of California Consumers Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*);**

**(2) Violations of California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*);**

**(3) Breach of Implied Warranty Pursuant to California Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1792 and 1791.1, *et seq.*) and Cal. Comm. Code § 2314;**

**(4) Breach of Express Warranty (Cal. Com. Code § 2313)**

**(5) Violations of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*); and,**

**(6) Fraudulent Omission.**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

1  
2 1. Plaintiff Lucia Luong (“Plaintiff”) brings this action individually and on behalf  
3 of all similarly situated persons (“Class Members”) who purchased or leased 2015 through 2016  
4 Subaru Outback or Legacy vehicles in the United States (“Class Vehicles”) that were designed,  
5 manufactured, distributed, marketed, sold and leased by Defendant Subaru of America, Inc.  
6 (“Defendant” or “Subaru”).

7 2. Beginning in 2014, if not before, Defendant knew that the Class Vehicles contain  
8 one or more design and/or manufacturing defects that can cause the windshield to crack, chip  
9 and/or fracture (“Windshield Defect”).

10 3. Numerous Class Vehicle owners have reported that their windshields failed for  
11 no reason at all; others have reported windshield failure as a result of circumstances that would  
12 not cause a non-defective windshield to fail, such as a very slight impact. On information and  
13 belief, replacement windshields provided by Defendant suffer from the same Defect, forcing  
14 some Class Vehicle owners to replace their windshields multiple times. On information and  
15 belief, in an egregious breach of their duties under the law, Defendant has caused its dealers to  
16 systematically deny valid warranty claims, often times claiming that failure caused by the  
17 Defect is instead the result of some external factor not covered under warranty. One owner  
18 complained to the National Highway Transportation Safety Authority (“NHTSA”) as follows<sup>1</sup>:

19 OUR 2015 SUBURU OUTBACK WAS PURCHASED IN APRIL 2015.  
20 IN JULY, THE WINDSHIELD CRACKED (RIGHT UP THE MIDDLE  
21 AND THEN, BRANCHED OUT TO BOTH SIDES) RIGHT BEFORE  
22 OUR EYES IN THE PARKING LOT OF THE ZOO. NO IMPACT OF  
23 ANY DEBRIS WAS HEARD OR EVIDENT. WE HAD THE  
24 WINDSHIELD REPLACED AFTER SUBURU DETERMINED A  
25 POINT OF IMPACT FROM DEBRIS. WE DID NOT AGREE, BUT WE  
26 NEEDED A NEW WINDSHIELD, SO WE PAID FOR IT. ON  
27 OCTOBER 8, AFTER GETTING INTO CAR AT WORK PARKING  
28 LOT, ANOTHER CRACK WAS DISCOVERED AND MATCHED THE  
JULY'S CRACK EXACTLY. AGAIN, NO IMPACT OF DEBRIS AND  
THE START OF THE CRACK STARTS AT THE VERY BOTTOM OF  
THE WINDSHIELD. I VISITED SUBURU THIS MORNING FOR

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<sup>1</sup> Spelling and grammatical errors in consumer complaints reproduced herein remain as found in the original.

1 ROUTING MAINT AND THEY INFORMED ME OF NO RECALL  
2 AND DIDN'T DO ANYTHING ABOUT IT. I AM REPLACING THE  
3 WINDSHIELD, AGAIN, IN A COUPLE OF DAYS. I SUSPECT THERE  
4 IS SOMETHING WRONG WITH THE MANUFACTURING OR  
5 DESIGN OF THE OUTBACK.

6 4. The Windshield Defect poses an extreme safety hazard to drivers, passengers and  
7 pedestrians. A spontaneously shattering or cracking windshield can impair the driver's view  
8 and cause driver distraction. It may also result in dislodged glass that can cause cuts, eye  
9 damage and other injuries. In addition, the windshield is a vital component of a vehicle's safety  
10 restraint system, which also includes airbags and seatbelts. These safety features, including the  
11 windshield, are all part of a safety network. Each individual component of this network is  
12 dependent on the others functioning properly. If there is a compromise or weakness in just one  
13 aspect of the network, the likelihood of other parts not working properly is increased. All  
14 components of a vehicle's safety restraint system are designed to work together to keep vehicle  
15 occupants within the relative safety of the passenger compartment during collision or roll over.

16 5. In addition to these obvious safety hazards, the cost to repair the Windshield  
17 Defect can be exorbitant, requiring consumers to pay significant sums over the life of their Class  
18 Vehicles.

19 6. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
20 knew the Class Vehicles were defective and not fit for their intended purpose of providing  
21 consumers with safe and reliable transportation at the time of the sale and thereafter. Defendant  
22 has actively concealed the true nature and extent of the Windshield Defect from Plaintiff and the  
23 other Class Members, and failed to disclose it to them, at the time of purchase or lease and  
24 thereafter. Had Plaintiff and prospective Class Members known about the Windshield Defect,  
25 they would not have purchased the Class Vehicles or would have paid less for them.

26 7. Plaintiff is informed and believes, and based thereon alleges, that despite notice  
27 of the Windshield Defect from, among other things, pre-production testing, numerous  
28 consumer complaints, warranty data, and dealership repair orders, Defendant has not recalled  
the Class Vehicles to repair the Defect, has not offered its customers a suitable repair or

1 replacement free of charge, and has not offered to reimburse all Class Vehicle owners and  
2 leaseholders the costs they incurred relating to diagnosing and repairing the Windshield  
3 Defect.

4 8. Subaru knew of and concealed the Windshield Defect that is contained in every  
5 Class Vehicle, along with the attendant dangerous safety problems and associated repair costs,  
6 from Plaintiff and the other Class Members both at the time of sale and repair and thereafter.  
7 As a result of their reliance on Defendant's omissions and/or misrepresentations, owners  
8 and/or lessees of the Class Vehicles have suffered ascertainable loss of money, property,  
9 and/or loss in value of their Class Vehicles.

10 **PARTIES**

11 **Plaintiff Lucia Luong**

12 9. Plaintiff Lucia Luong is a California citizen who lives in Santa Maria,  
13 California. Ms. Luong purchased a new 2015 Subaru Outback from Puente Hills Subaru in  
14 City of Industry, California, in February of 2015. Prior to purchase, Ms. Luong researched  
15 her vehicle on the Internet, including the Subaru website. In addition, she viewed Youtube  
16 videos regarding the Outback to compare older models with the 2015 model. At the time of  
17 purchase, Ms. Luong test drove the vehicle, spoke with the dealer sales representative and  
18 viewed the "Monroney" sticker posted on the side window of the vehicle. Because safety is  
19 important to Ms. Luong, she purchased a vehicle with "Eyesight Driver Assist Technology," a  
20 crash prevention feature which monitors traffic movement, optimizes cruise control, and  
21 warns the driver if the vehicle sways out of its lane. Ms. Luong purchased her vehicle  
22 primarily for personal, family or household purposes. Ms. Luong's vehicle was designed,  
23 manufactured, sold, distributed, advertised, marketed and warranted by Subaru.

24 10. In about March of 2017, Ms. Luong noticed a crack that had spontaneously  
25 appeared on her windshield from the center base upward. At no time prior to noticing this  
26 crack did Ms. Luong witness the windshield sustain an impact; indeed, Ms. Luong had not  
27 even driven the vehicle the day before the crack appeared. Ms. Luong took her vehicle to  
28 Rancho Grande Subaru in San Luis Obispo and was refused warranty coverage.

1 11. At all times, Ms. Luong has driven her vehicle in a foreseeable manner and in the  
2 manner in which it was intended to be used.

3 **Defendant**

4 12. Defendant, Subaru of America, Inc., is a New Jersey corporation with its  
5 principal place of business located at 2235 Route 70 West, Cherry Hill New Jersey, 08002 and  
6 doing business in New Jersey and throughout the United States.

7 13. Defendant is responsible for the design, manufacture, distribution, marketing,  
8 sale and lease of the Class Vehicles.

9 14. Whenever, in this Complaint, reference is made to any act, deed or conduct of  
10 Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or  
11 through one or more of its officers, directors, agents, employees or representatives who was  
12 actively engaged in the management, direction, control, or transaction of the ordinary business  
13 and affairs of Defendant.

14 **JURISDICTION**

15 15. This is a class action.

16 16. This Court has jurisdiction over this action under the Class Action Fairness Act,  
17 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum  
18 value of \$5,000,000, exclusive of interests and costs. This court also has federal question  
19 jurisdiction over this action under 28 U.S.C. §1331 because Plaintiff's claims under the  
20 Magnuson-Moss Act arise under federal law. This Court has personal jurisdiction over  
21 Defendant because it is registered to conduct business in California, has sufficient minimum  
22 contacts with California, and/or otherwise intentionally avails itself of the markets within  
23 California, through the promotion, sale, marketing and distribution of its vehicles in  
24 California, so as to render the exercise of jurisdiction by this Court proper and necessary.

25 **VENUE**

26 17. Venue is proper in this District because Defendant resides in this district within  
27 the meaning of 28 U.S.C. §1391 and a substantial part of the acts and omissions alleged herein  
28 took place in this District, as the Class Vehicles are were and are regularly advertised,

1 marketed, sold / leased and serviced in this District through Defendant's network of dealers.  
2 Plaintiff's counsel's Declaration of Venue, to the extent required under California Civil Code  
3 section 1780(d), is attached hereto as Exhibit 1.

4 **FACTUAL ALLEGATIONS**

5 18. For years, Subaru has designed, manufactured, distributed, sold, and leased the  
6 Class Vehicles. Upon information and belief, it has sold, directly or indirectly through dealers  
7 and other retail outlets, many thousands of Class Vehicles in California and nationwide.

8 19. The Windshield Defect causes the Class Vehicles' front windshield to crack, chip  
9 and/or fracture for no reason at all and/or under circumstances that would not cause non-  
10 defective windshields to similarly fail. The Windshield Defect presents a safety hazard that  
11 renders the Class Vehicles unreasonably dangerous to consumers due to, *inter alia*, the impact  
12 of the Defect on visibility as well as the Class Vehicles' structural integrity, and the potential for  
13 injury.

14 20. Plaintiff is informed and believes, and based thereon alleges, that, as early as  
15 2014, if not before, Subaru became aware of the Windshield Defect through sources not  
16 available to Plaintiff and Class Members, including, but not limited to, pre-production testing,  
17 pre-production design failure mode and analysis data, production design failure mode and  
18 analysis data, early consumer complaints made exclusively to Subaru's network of dealers and  
19 directly to Subaru, aggregate warranty data compiled from Subaru's network of dealers,  
20 testing conducted by Subaru in response to consumer complaints, and repair order and parts  
21 data received by Subaru from Subaru's network of dealers.

22 21. In about the Fall of 2015, Subaru purported to extend the original New Car  
23 Limited Warranty of three (3) years/36,000 miles to five (5) years/unlimited miles for front  
24 windshield failure, for one replacement windshield to be provided under certain very limited  
25 circumstances.

26 22. Some, but not all Class Vehicle owners and lessees were informed of the  
27 warranty extension via a customer letter sent by Defendant. This is because the warranty  
28

1 extension has been limited to a subset of Class Vehicle owners. As a result, thousands of  
2 class members are not included in the warranty extension.<sup>2</sup>

3 23. Furthermore, on information and belief, when vehicles are brought in for repair,  
4 Defendant's dealers search for an excuse to deny warranty coverage often claiming that an  
5 impact caused the failure, notwithstanding the fact that the customer witnessed no impact  
6 and/or that any impact was so slight it should not have caused the windshield to fail. On  
7 information and belief, Defendant's dealers' systematic denial of valid warranty claims is part  
8 of a concerted effort orchestrated by Defendant to minimize the cost of warranty claims.

9 24. Moreover, on information and belief, when windshield repairs are performed by  
10 Defendant's dealers (for charge, or free of charge under the New Vehicle Limited Warranty or  
11 under the warranty extension, as the case may be), defective windshields are merely replaced  
12 with similarly defective windshields.

13 25. Subaru had and has a duty to fully disclose the true nature of the Windshield  
14 Defect and the associated repair costs to Class Vehicle owners, among other reasons, because  
15 the Defect poses an unreasonable safety hazard; because Subaru had and has exclusive  
16 knowledge or access to material facts about the Class Vehicles' front windshield that were and  
17 are not known to or reasonably discoverable by Plaintiff and the other Class Members; and  
18 because Subaru has actively concealed the Windshield Defect from its customers. Because  
19 the windshield contained in each Class Vehicle is defective, each Class Vehicle windshield  
20 should be replaced by Subaru free of charge regardless of whether the windshield has failed,  
21 or the facts and circumstances surrounding any failure.

22 26. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles  
23 have experienced the Windshield Defect. The following example complaints filed by  
24 consumers with the NHTSA and posted on the Internet demonstrate that the Defect is  
25 widespread and dangerous:

26  
27  
28 

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<sup>2</sup> Plaintiff did not receive notice of the warranty extension.



1 2015-2016 Subaru Outback

- 2 • NHTSA Complaint: DEFECTIVE/DELICATE WINDSHIELD.  
3 DRIVING AT 65MPH ON SMOOTH HIGHWAY IN RAIN. PUT  
4 DEFROSTERS ON. WINDSHIELD CRACK ON DRIVERS SIDE  
5 ABOUT 12" FROM BOTTOM. RUNS TO ABOUT 2' BEFORE  
6 STOPPING. CLOSEUP INSPECTION REVEALS NO MISSING  
7 MATERIAL OR CHIP INDICATIVE OF IMPACT.
- 8 • NHTSA Complaint: DRIVING DOWN THE STREET, HEARD A  
9 LOUD POP AND THE WINDSHIELD CRACKED. L SHAPED CRACK  
10 ABOUT 6 IN IN EACH DIRECTION. ABOUT THE SAME WAY  
11 THAT HAPPENED TO THE OTHER 122 PEOPLE THAT FILED  
12 COMPLAINTS FOR OUTBACK WINDSHIELDS CRACKING.
- 13 • NHTSA Complaint: TL\* THE CONTACT OWNS A 2015 SUBARU  
14 OUTBACK. WHILE PARKED, THE VEHICLE DEVELOPED A  
15 CRACK IN THE WINDSHIELD. THE VEHICLE WAS TAKEN TO  
16 THE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE  
17 MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE  
18 FAILURE MILEAGE WAS 1,250.
- 19 • NHTSA Complaint: BRAND NEW VEHICLE, PARKED ON THE  
20 STREET FOR APPROXIMATELY ONE HOUR. WHEN RETURNING  
21 TO THE CAR, A CRACK IN THE WINDSHIELD, BEGINNING AT  
22 THE LOWER CENTER AND EXTENDING TO THE MIDDLE OF THE  
23 WINDSHIELD APPROXIMATELY 6 INCHES WAS EVIDENT. NO  
24 DEBRIS ON WINDSHIELD AND NO EVIDENCE OF IT BEING HIT  
25 WITH ANYTHING. CRACK HAS NOW EXTENDED FURTHER UP  
26 AND AROUND (SHAPE OF A LARGE QUESTION MARK) OF  
27 ABOUT 2 FT IN LENGTH. CONTACTED LOCAL DEALERS AND  
28 GLASS COMPANIES FOR REPAIR BUT NO ONE HAS ANY IN  
STOCK DUE TO A VERY LARGE NUMBER OF THESE ISSUES.  
AND THE PROJECTED DATE FOR WHEN REPLACEMENT GLASS  
WILL BE AVAILABLE IS NOW JULY 1 2015, MORE THAN 10  
WEEKS SINCE THE DEFECT APPEARED. GIVEN WHAT'S BEEN  
HAPPENING, I FULLY EXPECT THIS CRACK TO CONTINUE TO  
GROW AND BEGIN TO HAMPER VISIBILITY. WEB SEARCHES  
HAVE YIELDED MANY SIMILAR REPORTS OF THIS HAPPENING.  
\*TR
- NHTSA Complaint: THIS IS A BRAND NEW SUBARU OUTLANDER  
WITH 850 MILES. THE WINDSHIELD GOT A SMALL CHIP, ABOUT  
1MM IN SIZE NEAR THE VERY TOP. AS I WAS DRIVING ALONG  
THE WINDSHIELD STARTED TO CRACK FROM THE SMALL  
DING DOWN, APPROXIMATELY 1 FOOT IN LENGTH. THIS



1 SHOULD NOT HAPPEN WITH NEW WINDSHIELD GLASS IN A  
2 NEW CAR. \*TR.

- 3 • NHTSA Complaint: TL\* THE CONTACT OWNS A 2015 SUBARU  
4 OUTBACK. THE CONTACT STATED THAT WHILE THE VEHICLE  
5 WAS ON, THE FRONT WINDOW DEFROSTER CAUSED THE  
6 FRONT WINDSHIELD TO CRACK. THE CRACK WAS LOCATED IN  
7 THE MIDDLE OF THE WINDSHIELD AND EXTENDED UPWARD.  
8 ALSO, THE CONTACT INDICATED THAT THE PLASTIC  
9 EXTERIOR PANEL NEAR THE WINDOW MELTED. THE CAUSE  
10 OF THE FAILURE WAS NOT DIAGNOSED OR REPAIRED. THE  
11 MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE  
12 FAILURE MILEAGE WAS 3,400...UPDATED 06/09/15\*BF
- 13 • NHTSA Complaint: WINDSHIELD CRACKED FROM PASSENGER  
14 SIDE WIPER AREA UP AND ACROSS WINDSHIELD WHILE CAR  
15 WAS PARKED. HAD RECEIVED A LETTER FROM SUBARU  
16 INDICATING THERE WAS A POTENTIAL WEAKNESS IN  
17 WINDSHIELD - DEALER REFUSED TO REPLACE WINDSHIELD .  
18 CLAIMED DAMAGE WAS FROM A ROCK.
- 19 • NHTSA Complaint: I WAS DRIVING DOWN A CITY STREET  
20 GOING 40 MPH WHEN I HEARD A POP COMING FROM THE  
21 WINDSHIELD. WHEN I LOOKED OVER, THERE WAS A CRACK  
22 ABOUT MIDWAY UP THE WINDSHIELD. IT RAN FROM THE FAR  
23 RIGHT TOWARD THE MIDDLE ABOUT 10 INCHES AND THEN  
24 DOWNWARD. IT WAS CURVING DOWNWARD. THERE WAS ONE  
25 CAR IN FRONT ABOUT 25 YARDS AWAY GOING ABOUT THE  
26 SAME SPEED AS I WAS. I COULD NOT BELIEVE THAT THE CAR  
27 IN FRONT OF ME COULD HAVE THROWN A ROCK THAT FAR  
28 AND HARD ENOUGH TO BREAK MY WINDSHIELD. I HAVE  
BEEN HIT MANY TIMES BEFORE ON THE HIGHWAY AND MY  
WINDOW HAD NEVER BROKEN. ONLY SMALL NICKS THAT I  
CAN SEE. I GOT TO THE THEATER AND GOT OUT TO LOOK AT  
THE WINDOW. THE CRACK STARTED FROM THE EDGE OF THE  
WINDOW. I COULD NOT SEE WHERE ANYTHING HAD HIT THE  
WINDOW. IT WAS A CLEAN BREAK. I HAD TO TAKE MY  
OUTBACK TO THE DEALER BECAUSE I'M HAVING PROBLEMS  
WITH THE WINDOW EXPRESS SWITCH, AND THEY LOOKED AT  
MY WINDSHIELD. THEY ARE GOING TO REPLACE IT BECAUSE I  
HAD PURCHASED EXTENDED COVERAGE AND IT WAS  
COVERED.
- NHTSA Complaint: I WAS DRIVING MY 2015 SUBARU OUTBACK  
ON THE HIGHWAY, NORTHBOUND INTERSTATE 280, IN  
WOODSIDE, CALIFORNIA, ON MAY 27, 2016. SUDDENLY I SAW  
A SMALL CRACK ON MY WINDSHIELD THAT GREW TO ABOUT

1 6 INCHES IN A FEW SECONDS, STARTING FROM THE WIPERS,  
2 AT THE BOTTOM AND A BIT TOWARDS THE DRIVER SIDE AND  
3 GOING UP THEN CURVING TOWARDS THE RIGHT, IN AN L  
4 SHAPE. BY THE NEXT MORNING THE HORIZONTAL PART OF  
5 THE CRACK HAD EXPANDED AT LEAST 12 INCHES MORE. I DID  
6 NOT HEAR THE NOISE OF IMPACT OF A STONE OR ANY OTHER  
7 OBJECT.

- 8 • NHTSA Complaint: DRIVING ON A ROAD TRAVELING APPROX.  
9 35 MILES AN HOUR ON A COLD NIGHT. HEARD A LOUD POP  
10 AROUND THE PASSENGER SIDE UPPER WINDSHIELD. A SMALL  
11 CRACK APPEARED. THERE WAS NO BUMP OR ROCK HIT AS  
12 THE REST OF THE AREA APPEARED SMOOTH. CRACK SPREAD  
13 INTO BACKWARDS "J" SHAPE OVER NEXT FEW DAYS AT  
14 LEAST 12 INCHES LONG. DEALERSHIP TOLD ME IT WASN'T  
15 COVERED AND THERE WAS A ROCK HIT. BUT THE AREA WAS  
16 SMOOTH AND I'VE BEEN DRIVING FOR 30 YEARS AND HAVE  
17 NEVER HAD THIS HAPPEN. WE ATE THE COST BECAUSE IT  
18 NEEDED TO BE REPAIRED, EVEN THOUGH CONSIDERED IT  
19 ODD THAT THIS WOULD HAPPEN. HOWEVER, WE HAPPEN TO  
20 OWN ANOTHER 2015 OUTBACK. YESTERDAY, WE WENT INTO  
21 THE GARAGE TO START THE CAR AND THERE IS A 12 INCH  
22 CRACK - THE SAME SHAPE- ON THE DRIVER'S SIDE IN THE  
23 SAME LOCATIONS. NO SIGNS OF A ROCK HIT. WEATHER HAS  
24 BEEN VERY WARM, BUT THIS TIME, THE CAR WAS PARKED.  
25 SOMETHING IS WRONG. 2 - 2015 OUTBACKS? 2 "J" SHAPED  
26 CRACKS? IT'S NO COINCIDENCE AND TOO MANY COMPLAINTS  
27 ON LINE FROM PEOPLE WITH SIMILAR SITUATIONS.  
28 WINDSHIELD IS FAULTY AND SUBARU WON'T STEP UP AND  
INCLUDE THE UPPER PART IN ITS RECALLS. IT NEEDS TO.  
VERY DISSATISFIED CUSTOMER.

- NHTSA Complaint: THIS IS MY ORIGINAL 2015 OUTBACK. I OWN  
2 2015S. MY OTHER ONE ONE HAD A WINDSHIELD ISSUE WHEN  
I WAS DRIVING AROUND 35 ON A COLD NIGHT. THERE WAS A  
LARGE POP AND SUDDENLY A CRACK APPEARED ON THE  
PASSENGER SIDE. OVER THE NEXT DAYS IT GREW INTO A  
BACKWARDS "J". DEALER SAID IT WAS NOT COVERED,  
HOWEVER IT WAS DIFFICULT TO EVEN SEE A MARK THAT  
WOULD INDICATE IT WAS HIT FROM A ROCK, AND NOT  
DEFECTIVE. WE WENT AHEAD AND FIXED IT, EVEN THOUGH  
WE THOUGHT IT WAS ODD. THE OTHER MORNING, WE WENT  
DOWN TO THE GARAGE AND FOUND THAT OUR ORIGINAL  
2015 HAD A SIMILAR CRACK ON THE DRIVER'S SIDE, IN A  
SIMILAR SHAPE AND LENGTH. THE DAY BEFORE, WE DROVE  
THE CAR TO THE BEACH. NOTHING HIT IT, AND THE CRACK IS  
SMOOTH, WITH NOTHING FOUND WHERE IT ORIGINATES.

1 SOMETHING IS DEFECTIVE WITH THESE WINDSHIELDS. THERE  
2 IS NO WAY 2 WINDSHIELDS ON 2 NEW CARS SHOULD BOTH  
3 HAVE TO BE REPLACED. WE OWN OURS CARS A LONG TIME,  
4 AND HAVE NEVER HAD A WINDSHIELD EXPERIENCE LIKE  
5 THIS, AND IF A ROCK EVER HITS ONE, IT'S A TINY MARK THAT  
6 CAN BE HANDLED BY INSURANCE. SOMETHING IS WRONG  
7 BUT SUBARU HAS WRITTEN IT SO ANY UPPER WINDSHIELD  
8 ISSUES ARE NOT INCLUDED, AND THIS IS NOT RIGHT. WE ARE  
9 GOING BUYING OUR SECOND ONE IN FOUR MONTHS, WITH  
10 EYESIGHT. THERE IS A DEFECT.

- 11
- 12 • NHTSA Complaint: WINDSHIELD CRACKED FROM DRIVERS SIDE  
13 BOTTOM CORNER ACROSS THE MID LINE ABOVE THE  
14 STEERING WHEEL TO PASSENGER SIDE WITHOUT WARNING  
15 OR IMPACT FROM AN ROCK OR OBJECT. CRACK BEGUN WHILE  
16 DRIVING ON FREEWAY AND WITHIN 45 SECONDS EXTENDED  
17 ACROSS THE WINDSHIELD FROM DRIVERS SIDE TO THE MID  
18 POINT OF THE WINDSHIELD. CRACK IS IN DRIVERS LINE OF  
19 SIGHT, AND A SAFETY HAZARD. TOOK IT TO DEALER, WHO  
20 RESPONDED, THAT IT IS A COMMON OCCURRENCE IN THIS  
21 MODEL. PULLED OVER AND FOUND NO IMPACT OR ROCK CHIP  
22 ANYWHERE ALONG CRACK. WINDSHIELD DEFECTIVE.
  - 23 • NHTSA Complaint: WHILE DRIVING THE CAR, A CRACK  
24 APPEARED IN MY WINDSHIELD ON THE DRIVER SIDE. IT  
25 FORMED AN REVERSE L ABOUT THE MIDDLE OF THE  
26 WINDSHIELD. THERE WAS NO IMPACT OR ANYTHING HITTING  
27 THE WINDSHIELD. THE CRACK APPEARED BEFORE MY EYES  
28 AS I WAS DRIVING UP THE ROAD.
  - NHTSA Complaint: SUBARU 2015 WINDSHIELD CRACK: DRIVING  
INTO ALBUQUERQUE NM FROM SANTA FE ON HWY25, I SAW A  
CRACK APPEAR IN MY WINDSHIELD, FROM THE DRIVER'S  
SIDE. THE NEXT DAY IT HAD GROWN INTO AN L SHAPE. IN 2  
MORE DAYS IT HAD GROWN TO AN S SHAPE. I DID NOT SEE  
ANY CARS CLOSE BY OR ANY ROCK AT THE TIME THE CRACK  
APPEARED. WHEN I CALLED THE DEALER, I WAS TOLD TO  
COME IN ON 4-27-16 FOR MY ANNUAL MAINTENANCE, BUT  
WAS CONCERNED BECAUSE THE CRACK KEPT GROWING. I  
WENT TO THE ALBUQUERQUE GARCIA DEALER TODAY 4-14-  
16, I WAS TOLD A TINY PINPOINT SPOT ON THE LEFT SIDE OF  
THE WINDSHIELD INDICATED A ROCK HAD CAUSED THE  
CRACK TO START. BUT I HAVE DRIVEN CARS FOR 40 YEARS  
AND NEVER SEEN ANYTHING THIS DRAMATIC. I NOW HAVE  
READ ONLINE ABOUT DOZENS OF COMPLAINTS LIKE MINE  
AND MOST VICTIMS BELIEVE THE FLEXING OF THE CAR BODY  
MAY HAVE CAUSED THIS CRACK. THE FRAGILITY OF THIS

1 WINDSHIELD MAKES THIS CAR EXTREMELY DANGEROUS. I  
2 BELIEVE THIS CAR SHOULD HAVE A SAFETY RECALL.

- 3
- 4 • NHTSA Complaint: 6-8 INCH CRACK IN WINDSHIELD, NO ROCK  
5 IMPACT OR PREVIOUS DAMAGE. WINDSHIELD HAS TO BE  
6 REPLACED AND EYESIGHT SYSTEM RE-CALIBRATED. CRACK  
7 OCCURRED DRIVING STRAIGHT ON A 4 LANE HIGHWAY, NO  
8 TRUCKS IN THE AREA, NOT CLOSE TO OTHER CARS.
  - 9 • NHTSA Complaint: ON 2/11/2016, I WAS DRIVING MY 2015  
10 OUTBACK ON HIGHWAY 50 NEAR FOLSOM, CA. THERE WAS NO  
11 VEHICLE IN FRONT OF MY VEHICLE WITH IN 300 FEET. ALL OF  
12 A SUDDEN, I NOTICED THERE WAS A 5 TO 6 INCH LONG CRACK  
13 ON THE WINDSHIELD LOCATED THE DRIVER SIDE LOWER  
14 CORNER. ALTHOUGH LATER ON WE FOUND THERE WAS A  
15 CHIP ON THE WINDSHIELD, NO BODY ON THE CAR HEARD  
16 ANYTHING HIT THE WINDSHIELD, NOR SAW ANYTHING HIT  
17 THE WINDSHIELD. WITHIN A FEW DAYS, THAT CRACK  
18 BECAME A TWO FEET LONG CRACK FROM THE DRIVER SIDE  
19 LOWER CORNER ALL THE WAY TO THE CENTER OF THE  
20 WINDSHIELD. AND IT KEEP REFLECTING STRONG LIGHTS  
21 FROM DIFFERENT DIRECTIONS WHICH MADE IT MORE  
22 DIFFICULT TO SEE THINGS IN FRONT OF MY VEHICLE.  
23 THIS WAS THE SECOND WINDSHIELD I HAVE WITHIN ONE  
24 YEAR'S OWNERSHIP OF THIS CAR. THE FIRST ONE WAS  
25 CRACKED WHEN I PARKED MY CAR IN THE PARKING LOT OF A  
26 COSTCO WAREHOUSE. LOOKING AT THE COMPLAINS FILED  
27 AGAINST THE 2015 AND 2016 OUTBACK ON NHTSA, ALMOST  
28 50% COMPLAINS ARE ABOUT WINDSHIELD CRACKING ISSUE.  
THIS RATIO IS THE WAY HIGHER THAN SIMILAR VEHICLES  
AND PREVIOUS MODEL YEARS. ALTHOUGH SUBARU  
EXTENDED WIND SHIELD WARRANTY UNDER CERTAIN  
CIRCUMSTANCES, THE PROBLEM IS NOT SOLVED. THAT'S WHY  
2016 OUTBACK OWNERS ARE RUNNING INTO SAME  
SITUATION. PLEASE STEP IN AND URGE SUBARU TO DELIVER  
A REAL SOLUTION.
  - NHTSA Complaint: TL\* THE CONTACT OWNS A 2015 SUBARU  
OUTBACK. THE CONTACT STATED THAT WHILE DRIVING AT  
65 MPH, THE CONTACT HEARD AN ABNORMAL NOISE COMING  
FROM THE WINDSHIELD AS IT BEGAN TO FRACTURE. THE  
VEHICLE WAS TAKEN TO A DEALER WHO DIAGNOSED THAT  
THE WINDSHIELD NEEDED TO BE REPLACED. THE VEHICLE  
WAS THEN TAKEN TO AN INDEPENDENT MECHANIC WHO  
REPLACED THE WINDSHIELD. HOWEVER, THE FAILURE  
RECURRED. THE MANUFACTURER WAS NOTIFIED OF THE  
FAILURE. THE FAILURE MILEAGE WAS 23,750.

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- NHTSA Complaint: FRONT WINDSHIELD DEVELOPED A 20 INCH CRACK, RUNNING FROM PILLAR ON PASSENGER SIDE, TOWARD CENTER OF WINDSHIELD. NO APPEARANCE OF ROCK STRIKE. NO SOUND OF ROCK STRIKE WHEN CRACK FIRST DEVELOPED. CRACK STARTED AT AROUND 14 INCHES, AND CONTINUES TO GROW LONGER. CAR WAS BEING DRIVEN AT HIGHWAY SPEEDS WHEN CRACK FIRST APPEARED, AT AROUND 75 MPH.
- NHTSA Complaint: WE TEST DRIVE A 2015 OUTBACK SUBARU AT THE DEALERSHIP. IT HAD A CRACK IN IT AND DIDN'T THINK TO MUCH OF IT 20K MILES. WE ENDED UP PURCHASING THIS ONE PRIVATELY AND IT HAS A CRACKED WINDSHIELD AS WELL. IT ONLY HAS 11K MILES. THE CRACK ON THE OUTBACK THAT WE PURCHASED STARTS AT THE TOP MIDDLE OF THE WINDSHIELD BEHIND THE REARVIEW MIRROR AND CUTS DOWN AND TO THE RIGHT ABOUT 8 INCHES. AFTER READING THE COMPLAINTS ON THIS SITE, IT SEEMS THAT THERE'S A HUGE DEFECT WITH THE WINDSHIELD AND DEFROSTER THAT NEEDS TO BE RECALLED. THIS IS A MASSIVE SAFETY ISSUE!
- NHTSA Complaint: WHILE I WAS DRIVING I HEARD A POP, DID NOT SEE OR NOTICE ANYTHING. NEXT DAY I HAD A CRACK IN MY DRIVER SIDE WINDSHIELD, ABOUT 8-10 INCHES CRACK. THOUGHT I HAD GLASS COVERAGE BUT ITS \$1000 DEDUCTIBLE. SAFELITE COST IS \$461.55. I HAVE THE 2015 SUBARU OUTBACK WITH EYESIGHT, THAT MEANS AFTER SAFELIGHT REPAIRS THE WINDSHIELD I THEN NEED TO BRING THE CAR TO MY SUBARU DEALER TO HAVE THE EYESIGHT RECALIBRATE FOR ABOUT \$200. MY CAR ONLY HAS 8700 MILES. LOOKING AT OTHER COMMENTS, THIS SEEMS TO BE A BIG PROBLEM WITH 2015 SUBARU OUTBACKS. IF I HAD FULL GLASS COVERAGE I WOULD HAVE CARED OR WROTE ABOUT THIS. HOPE SUBARU FIXES THIS PROBLEM. THANKS AND HOPE EVERYONE STAYS SAFE. AFTER SEEING THE NOTE BELOW I WAS IN MOTION ON A 2 LANE STREET. I DO DRIVE FROM NY TO FLORIDA TWICE A YEAR AND DON'T KNOW WHAT I WOULD DO IF THIS HAPPENED ON A LONG TRIP. DOESN'T SEEM SAFE IF SUBARU HAS DEFECTIVE WINDSHIELDS
- NHTSA Complaint: DURING A RECENT TRIP TO COLORADO, THE FRONT WINDSHIELD ON MY NEW 2015 SUBARU OUTBACK DEVELOPED A DOZEN SMALL PITS IN THE EXTERIOR GLASS SURFACE FROM CONTACT WITH VERY TINY PEBBLES. TWO OF THE PITS HAVE DEVELOPED LARGE CRACKS THAT HAVE



1 GROWN TO LENGTHS EXCEEDING 15 INCHES. THE TINY  
2 PEBBLE STRIKES SHOULD NOT HAVE CAUSED SUCH PITS  
3 BASED ON MY EXTENSIVE DRIVING EXPERIENCE. I BELIEVE  
4 THERE TO BE A DEFECT IN THE GLASS ITSELF, MAKING IT  
5 UNUSUALLY BRITTLE. THE PEBBLE STRIKES OCCURRED  
6 WHILE DRIVING AT HIGHWAY SPEEDS (I.E. 55-65 MPH) ON  
7 PAVED ROADWAYS. THE TEMPERATURE OUTSIDE DURING  
8 THE PEBBLE STRIKES, WHICH TOOK PLACE OVER SEVERAL  
9 DAYS OF DRIVING, RANGED FROM 20 TO 45 DEGREES F. THE  
10 CRACKS APPEAR TO STILL BE GROWING.

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- 12 • NHTSA Complaint: PURCHASED THE 2015 OUTBACK IN SEPT.  
13 2014. TOOK TO BACK TO DEALERSHIP SERVICE DEPT.  
14 OCTOBER. 24, 2014 BECAUSE OF LOUD POPPING NOISE  
15 AROUND WINDSHIELD ESPECIALLY WHEN BLUETOOTH  
16 PHONE CONNECTED. THEY COULD NOT FIND ANY PROBLEMS.  
17 POPPING NOISE AROUND WINDSHIELD CONTINUED FROM  
18 TIME TO TIME. TOOK BACK TO DEALER JULY 29, 2015 FOR  
19 POPPING NOISE AROUND WINDSHIELD AND POOR RADIO AM  
20 RECEPTION. THEY REPLACED THE RADIO BUT AM RADIO  
21 RECEPTION STILL NOT GREAT. GOT IN THE OUTBACK ON NOV  
22 17, 2015 AND THERE WAS A 5" CRACK ON THE BOTTOM OF THE  
23 WINDSHIELD SLIGHTLY RIGHT OF THE CENTER. A COUPLE OF  
24 WEEKS BEFORE THIS I WAS DRIVING AND HEARD A VERY  
25 LOUD POPPING NOISE. IT MADE ME JUMP AS I THOUGHT THE  
26 WINDSHIELD WAS GOING TO SHATTER BUT NOTHING  
27 HAPPENED. I HAD RECEIVED A LETTER FROM SUBARU ABOUT  
28 WINDSHIELD CRACKING PROBLEMS SO I CONTACTED THE  
DEALERSHIP. I TOOK IT IN SO THEY COULD TAKE A PICTURE.  
AT THAT TIME I ALSO REPORTED PROBLEMS WITH THE  
DEFROSTER NOT KEEPING THE WINDSHIELD CLEAR  
ESPECIALLY ON RAINY DAYS AND NIGHTS. THIS PROBLEM  
WITH THE DEFROSTER HAS OCCURRED SEVERAL TIMES AND  
IT WAS I THE LOWER PORTION OF THE WINDSHIELD. I  
THOUGHT THE SUBARU HAD ELECTRICAL L ISSUES BECAUSE  
OF THE POPPING, POOR AM RADIO RECEPTION AND THE  
DEFROSTER. NOW THE WINDSHIELD! THIS IS MY FIRST  
SUBARU AND POSSIBLY LAST IF THE PROBLEMS PERSIST. ALL  
OF THE INCIDENTS HAPPENED WHILE DRIVING BUT WHEN I  
DISCOVERED THE CRACK IT WAS PARKED IN THE GARAGE.  
CRACK US NOW ABOUT 9".
  - NHTSA Complaint: SMALL PEBBLE STRUCK WINDSHIELD  
PASSENGER SIDE AT EDGE ADJACENT TO HEATING ELEMENT  
AT LEVEL OF MID WINDSHIELD. THIS LEFT A SMALL  
SHALLOW PIT IN OUTER GLASS. 12 HOURS LATER A CRACK  
DEVELOPED AT THE WINDSHIELD EDGE AND EXTENDED 12

1 INCHES TOWARD THE MIDDLE OF THE WINDSHIELD WHICH IS  
2 SLOWLY EXTENDING

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- 4 • NHTSA Complaint: WHILE DRIVING ON THE HIGHWAY, A  
5 SMALL ROCK HIT OUR WINDSHIELD IN THE PASSENGER SIDE  
6 DEICER AREA. WE HAVE RECEIVED A NOTICE THAT SUBARU  
7 KNOWS THERE IS AN ISSUE WITH WINDSHIELDS CRACKING AT  
8 THE DEICER AREA, BUT THE LOCAL DEALER STATES THAT  
9 OUR CRACK INITIATED ABOVE THE AREA FOR WHICH THEY  
10 ACCEPT RESPONSIBILITY. THE DEICER AREA ON OUR  
11 WINDSHIELD EXTENDS ABOVE THE SPOT WHERE THE ROCK  
12 HIT, BUT SUBARU IS TRYING TO LIMIT RESPONSIBILITY TO A  
13 LOWER AREA. VISIBILITY IS A HIGHLY IMPORTANT  
14 COMPONENT OF SAFE DRIVING. THE DEICER AREA WAS NOT  
15 APPLIED BY TWO DIFFERENT MANUFACTURING PROCESSES  
16 WHEN IT IS A FEW INCHES APART. SUBARU IS TRYING TO  
17 LIMIT LIABILITY FOR A DESIGN OR MANUFACTURING FLAW.  
18 WE BELIEVE THAT SHOULD NOT BE ALLOWED.
  - 19 • NHTSA Complaint: MY WINDSHIELD CRACKED WHILE ON THE  
20 HIGHWAY. I DID NOT SEE OR HEAR A STONE HIT. 3 OTHER  
21 PEOPLE WERE IN THE CAR WHEN A 10 INCH CRACK APPEARED  
22 FROM THE DRIVER SIDE CORNER POST TOWARD THE MIDDLE.  
23 NO ONE SAW OR HEARD A STONE HIT. I CAME HOME AND  
24 RESEARCHED IT AND THERE ARE MANY COMPLAINTS ON THE  
25 OUTBACK FORUM ABOUT HOW EASILY THEIR WINDSHIELDS  
26 BROKE. I THINK IT IS A SAFETY ISSUE IF SO MANY OF  
27 SUBARU'S NEW WINDSHIELDS ARE CRACKING SO EASILY.
  - 28 • NHTSA Complaint: ON SUNDAY OCT 11TH WHILE SITTING IN  
THE DRIVEWAY AND WASHING THE CAR A SPIDER CRACK  
APPEARED UNDER THE TIP OF THE PASSENGER SIDE  
WINDSHIELD WIPER THAT HAS SPREAD ACROSS TO JUST  
ABOUT THE REAR VIEW MIRROR. WENT TO THE DEALER WHO  
THEN TOOK SOME PHOTOS TO SEND TO SUBARU. AFTER  
MANY CALLS BACK AND FORTH WE ARE STILL WAITING ON A  
DETERMINATION. FIRST WAS TO BE TODAY 10/23 NOW  
BEING TOLD 10/28. THERE IS NO EVIDENCE OF AN EXTERNAL  
IMPACT AND AS THE CAR IS SITTING IN THE DRIVEWAY IT  
SEEMS IT IS BEING PUSHED OUT FROM THE INSIDE.
  - NHTSA Complaint: TL\* THE CONTACT OWNS A 2015 SUBARU  
OUTBACK. WHILE DRIVING 75 MPH, A PEBBLE STRUCK THE  
CONTACT'S WINDSHIELD AND CREATED A TWELVE INCH  
CRACK. UPON ARRIVING HOME, THE CRACK EXPANDED TO  
APPROXIMATELY SIXTEEN INCHES IN THE SHAPE OF THE  
LETTER "U". THE VEHICLE WAS NOT TAKEN TO A DEALER OR



1 REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE  
2 FAILURE. THE FAILURE MILEAGE WAS 12,000.

- 3 • NHTSA Complaint: OUR 2015 SUBURU OUTBACK WAS  
4 PURCHASED IN APRIL 2015. IN JULY, THE WINDSHIELD  
5 CRACKED (RIGHT UP THE MIDDLE AND THEN, BRANCHED OUT  
6 TO BOTH SIDES) RIGHT BEFORE OUR EYES IN THE PARKING  
7 LOT OF THE ZOO. NO IMPACT OF ANY DEBRIS WAS HEARD OR  
8 EVIDENT. WE HAD THE WINDSHIELD REPLACED AFTER  
9 SUBURU DETERMINED A POINT OF IMPACT FROM DEBRIS. WE  
10 DID NOT AGREE, BUT WE NEEDED A NEW WINDSHIELD, SO WE  
11 PAID FOR IT. ON OCTOBER 8, AFTER GETTING INTO CAR AT  
12 WORK PARKING LOT, ANOTHER CRACK WAS DISCOVERED  
13 AND MATCHED THE JULY'S CRACK EXACTLY. AGAIN, NO  
14 IMPACT OF DEBRIS AND THE START OF THE CRACK STARTS  
15 AT THE VERY BOTTOM OF THE WINDSHIELD. I VISITED  
16 SUBURU THIS MORNING FOR ROUTING MAINT AND THEY  
17 INFORMED ME OF NO RECALL AND DIDN'T DO ANYTHING  
18 ABOUT IT. I AM REPLACING THE WINDSHIELD, AGAIN, IN A  
19 COUPLE OF DAYS. I SUSPECT THERE IS SOMETHING WRONG  
20 WITH THE MANUFACTURING OR DESIGN OF THE OUTBACK.
- 21 • NHTSA Complaint: THIS WILL BE THE SECOND WINDSHILED  
22 REPLACED SINCE I BOUGHT MY OUTBACK IN MARCH 2015.  
23 FIRST TIME IT CRACKED, FOR NO APPARENT REASON, 2  
24 WEEKS AFTER PURCHASE. NOW ON SECOND WINDSHILED,  
25 AND SEAL IN UPPER RIGHT IS BROKEN, AND CAN'T TAKE IT  
26 OUT OF THE GARAGE BECAUSE THERE'S A DELUGE OF RAIN  
27 OUT THERE. MUST WAIT FOR FACTORY REPLACEMENT  
28 BECAUSE IT'S TOO NEW!
- NHTSA Complaint: IN LESS THAN SIX MONTHS, TWO  
WINDSHIELDS HAVE CRACKED WITH NORMAL USAGE.  
VEHICLES HAS LESS THAN 4600 MILES. THIS IS EITHER A  
GLASS FAILURE ISSUES OR A DESIGN FLAW. EITHER WAY,  
UNSAFE.
- NHTSA Complaint: WINDSHIELD CRACKED WHILE DRIVING  
THROUGH LAKE TAHOE AREA WITHOUT ANY DEBRIS HITTING  
WINDSHIELD. THE CRACK STARTED AT LOWER PASSENGER  
CORNER AND HAS GROWN PAST MID SECTION OF THE  
WINDSHIELD. THIS IS THE 2ND WINDSHIELD DAMAGED  
BEYOND REPAIR ON THIS VEHICLE.
- NHTSA Complaint: NOTICED A CRACK IN THE WINDSHIELD ON  
8/27/15. IT EXTENDED FROM UNDER THE RIGHT WINDSHIELD  
WIPER TOWARDS THE CENTER OF THE WINDSHIELD ABOUT 18

1 INCHES LONG. I COULD NOT THINK OF AN OBJECT HAVING  
2 HIT THE WINDSHIELD, THEN RECALLED DRIVING DOWN THE  
3 STREET EARLIER AT ABOUT 30 MPH. I HAD HEARD A LOUD  
4 POP SOUND, BUT THOUGHT IT WAS COMING FROM UNDER  
5 THE CHASIS, LIKE THE SOUND OF A ROCK FLYING UP FROM A  
6 TIRE AND HITTING UNDERNEATH. IN RETROSPECT THIS WAS  
7 PROBABLY WHEN THE WINDSHIELD CRACKED. ONLINE  
8 RESEARCH I DID EARLIER SHOWED HUNDREDS OF  
9 COMPLAINTS ABOUT THE WINDSHIELDS ON THE 2015  
10 OUTBACKS CRACKING EASILY, MANY OF WHICH DID NOT  
11 INVOLVE OBJECTS HITTING THE CAR. I FOUND SEVERAL SITES  
12 OF SIMILAR COMPLAINTS, WITH THE LINKS OF 1 BELOW. I  
13 BROUGHT THE CAR INTO THE DEALER THE NEXT DAY AND  
14 EXPLAINED THAT THE WINDSHIELD HAD SPONTANEOUSLY  
15 CRACKED. THEY INITIALLY TOLD ME THAT MY CRACK  
16 APPEARED TO HAVE BEEN CAUSED BY AN OBJECT AND NOT  
17 COVERED UNDER WARRANTY. I ASKED THEM TO EXPLAIN  
18 HOW AN OBJECT COULD POSSIBLY HAVE HIT THE GLASS AND  
19 NOT DAMAGED THE WIPER, WHICH WAS FULLY INTACT. THEY  
20 SAID: "THE WIPER BLADE MUST HAVE BEEN MOVING WHEN A  
21 ROCK STRUCK WINDSHIELD". I SAID NO, THE WIPER BLADES  
22 HAVE NOT BEEN USED IN SEVERAL DAYS SINCE IT HAD NOT  
23 BEEN RAINING. ALSO, AN INSURANCE APPRAISER LOOKED AT  
24 THE DAMAGED GLASS AND SAID THIS WAS NOT CAUSED BY  
25 AN OBJECT HITTING IT FROM THE OUTSIDE, SINCE THE CRACK  
26 HE SAID WAS AN "INSIDE-OUT" CRACK BASED ON THE FEEL  
27 OF THE CRACK. A WARRANTY CLAIM WAS SUBMITTED BY  
28 THE DEALER TO SUBARU OF AMERICA. WITHIN 2-3 DAYS THE  
DECISION WAS MADE BY SOA TO COVER THE GLASS UNDER  
WARRANTY. FORTUNATELY THE DEALER HAD A NEW  
WINDSHIELD IN STOCK, HOWEVER, THERE ARE MANY  
REPORTS OF THE WINDSHIELD HAVING BEEN BACK ORDERED  
FOR WEEKS AT A TIME, WHICH IS A SAFETY ISSUE.

- NHTSA Complaint: FOR UNKNOWN REASONS, MY WINDSHIELD CRACKED ON THE DRIVER'S SIDE WHILE IT WAS PARKED IN THE DRIVEWAY. THERE IS NO EVIDENCE OF ANY IMPACT DAMAGE.
- NHTSA Complaint: THREE DAYS AGO, OUR NEW SUBARU OUTBACK (PURCHASED IN LATE FEBRUARY 2015) DEVELOPED A CRACK IN THE WINDSHIELD OVERNIGHT THAT IS NOW OVER TWO FEET IN LENGTH. THE CRACK RUNS FROM THE TOP EDGE, MID-WINDSHIELD ON THE DRIVER'S SIDE, AND CIRCLES AROUND THE REAR VIEW MIRROR BEFORE TAILING OFF A FOOT OR SO ABOVE THE BOTTOM EDGE, IN FRONT OF THE PASSENGER'S SIDE. NO OBJECT STRUCK THE WINDSHIELD, IT

1 SIMPLY CRACKED. WE CONTACTED THE DEALERSHIP, WHO  
2 TOLD US THAT THIS WOULD NOT BE COVERED UNDER THE  
3 WARRANTY, THAT NO AFTERMARKET WINDSHIELDS ARE  
4 AVAILABLE FOR THIS MODEL, AND QUOTED A PRICE OF \$625  
5 (BEFORE TAXES) FOR REPLACEMENT WITH SUBARU GLASS.  
6 THE DEALERSHIP ALSO INDICATED THAT THERE ARE ONLY A  
7 FEW SUBARU WINDSHIELDS AVAILABLE IN THE US. AFTER  
8 HEARING THIS, WE WENT ONLINE AND DISCOVERED THAT  
9 MANY OTHERS HAVE HAD SIMILAR EXPERIENCES WITH THIS  
10 MODEL. NO WONDER THERE ARE SO FEW WINDSHIELDS  
11 AVAILABLE! SINCE WE BOUGHT THE CAR, WE HAVE NOTICED  
12 SIGNIFICANT ROAD NOISE INSIDE THE CABIN, EVEN WITH ALL  
13 WINDOWS TIGHTLY CLOSED. THIS, COUPLED WITH THE  
14 NUMBER OF SIMILAR COMPLAINTS WE'VE SEEN ABOUT  
15 CRACKED WINDSHIELDS ON 2015 SUBARU OUTBACKS, LEADS  
16 US TO BELIEVE THAT SUBARU SHOULD RECALL THE MODEL,  
17 IN ORDER TO ADDRESS THE DESIGN FLAW BEFORE SOMEONE  
18 IS KILLED OR INJURED.

- 12 • NHTSA Complaint: WE HAVE 7,100 MILES ON OUR NEW & VERY  
13 FIRST SUBARU OUTBACK. THIS PAST WEEK WE  
14 DEVELOPED A CRACK THAT BEGAN ON THE LOWER 4 INCHES /  
15 CENTER PORTION ON THE PASSENGER SIDE OF WINDSHIELD.  
16 YES, THERE IS A "VERY SMALL NICK" FROM WHERE IT BEGAN.  
17 BELIEVE ME, IT'S SMALLER THAN THE TOP OF A STRAIGHT  
18 PIN. THE CRACK STARTED OUT IN 2 DIRECTIONS AND OVER  
19 THE PAST FEW DAYS HAS GROWN TO 20 INCHES AND 11  
20 INCHES RESPECTFULLY, AS OF TODAY. IF YOU LOOK AT THE  
21 DATA ON THE NHTSA WEB SITE FOR COMPLAINTS ABOUT THE  
22 2015 SUBARU OUTBACK (104 TOTAL 8/20/15 ) 65 OF THEM ARE  
23 ABOUT WINDSHIELDS CRACKING AT A VERY HIGH  
24 FREQUENCY RATE. PLUS, THE SUBARUOUTBACK.ORG WEB  
25 SITE HAS A LITANY OF THE SAME COMPLAINTS . IT'S TO THE  
26 POINT, THAT THERE IS A SERIOUS BACKORDER OF  
27 WINDSHIELDS FOR THE OUTBACK. THERE HAVE EVEN BEEN  
28 CASES, WERE AFTER REPLACEMENT, THE PROBLEM HAPPENS  
AGAIN, SHORTLY THEREAFTER. I HAVE TRIED TO FIND THIS  
TYPE OF PROBLEM WITH OTHER VEHICLES / BRANDS FOR  
2015. THERE ARE NONE TO BE FOUND! EXCEPT THE 2015  
SUBARU LEGACY, 10 CURRENTLY , SAME TYPE OF  
WINDSHIELD. THAT WOULD MAKE IT AROUND 75  
WINDSHIELD CRACKING COMPLAINTS TOTAL. SOMETHING  
OTHER THAN "BAD LUCK" IS CAUSING THIS ISSUE. SUBARU  
NEEDS TO SERIOUSLY TAKE THIS ISSUE TO THEIR  
ENGINEERING PEOPLE AND FIND IT'S ROOT CAUSE AND  
COVER A PROPER REPLACEMENT . I WOULDN'T RECOMMEND  
ANYONE RUNNING OUT AND GETTING A REPLACEMENT

1 UNTIL THIS WHOLE PROBLEM IS ADDRESSED. AGAIN, THE  
2 REPLACEMENT WINDSHIELDS ARE CRACKING ALSO. SUBARU  
3 "PLEASE STEP UP" AND DO THE RIGHT THING FOR THE SAKE  
4 OF YOUR REPUTATION AND THE SATISFACTION OF YOUR  
5 MANY CUSTOMERS, BOTH OLD AND NEW.

- 6 • NHTSA Complaint: WITHIN 9 DAYS OF RECEIVING A  
7 REPLACEMENT WINDSHIELD FOR MY SUBARU OUTBACK, MY  
8 WINDSHIELD WAS DAMAGED AGAIN. THE DEALER NOTED IT  
9 ON 8/8/15 AND THE WINDSHIELD WAS REPLACED ON 7/31/15. I  
10 DO NOT RECALL ANY ROCK HITTING THE WINDSHIELD. THE  
11 TOP CORNER OF THE PASSENGER SIDE WINDSHIELD HAD A  
12 CRACK. I DID CONTACT SUBARU OF AMERICA WHO AGREED  
13 TO REPLACE THE WINDSHIELD FREE OF CHARGE.
- 14 • NHTSA Complaint: WINDSHIELD WAS HIT BY A ROCK. IN THE  
15 MIDDLE OF THE PASSENGER SIDE. APPROXIMATELY THE SIZE  
16 OF A DIME. WITHIN 4 HOURS, LEAVING THE CAR PARKED, THE  
17 CRACK SPREAD A FEW INCHES TO THE LEFT TOWARDS THE  
18 DRIVER SIDE. IT STOPPED IN THE MIDDLE. OVER THE COURSE  
19 OF A FEW DAYS, THE CRACK SPREAD UNTIL IT WAS ALMOST  
20 WITHIN VIEW OF THE DRIVER.
- 21 • NHTSA Complaint: DRIVING HOME UPON TAKING DELIVERY,  
22 THE WINDSHIELD CRACKED, STARTING AT THE PASSENGER  
23 SIDE WIPER. WITHIN 20 MILES, THE CRACK WAS 24" LONG. WE  
24 DID NOT HIT ANYTHING. AFTER TWO DAYS OF FIGHTING  
25 WITH THE DEALER, THEY REPLACED THE WINDSHIELD.  
26 THREE DAYS AGO, WITH APPROX. 2000 MILES ON THE  
27 VEHICLE, IT CRACKED AGAIN. AGAIN, WE DID NOT HIT  
28 ANYTHING. THE DEALER WILL NOT REPLACE IT. THERE HAS  
TO BE AN ISSUE WITH THIS VEHICLE. I'M AN ENGINEER, AND  
HAVE BEEN DRIVING FOR 35 YEARS. I'VE NEVER  
EXPERIENCED ANYTHING LIKE THIS.
- NHTSA Complaint: HAD A SMALL STONE HIT THE WINDSHIELD  
AND SAW NOTHING AT THE TIME. ABOUT HALF HOUR LATER,  
WE SAW A CRACK IN THE LOWER PART OF THE WINDSHIELD,  
WHICH SPREAD QUICKLY ACROSS THE DRIVER'S SIDE. WAS  
TOLD BY THE GLASS REPLACEMENT COMPANY THAT THESE  
WINDSHIELDS WERE ON BACK ORDER AND HAD TO WAIT  
WEEKS FOR REPAIR. THEN ON AUGUST 22, 2015 WE HAD  
ANOTHER SMALL STONE HIT THE WINDSHIELD ON THE  
DRIVER'S SIDE. IT WAS SMALL AND NORMALLY WE WOULD  
HAVE BEEN ABLE TO GET THIS FIXED. BUT WE SAW IT START  
TO SPREAD AND THEN HEARD A LOUD POP AND SAW THE  
THING STAR OUT INTO SIX DIFFERENT DIRECTIONS QUICKLY.

1 THESE STONES WERE NOT VERY LARGE AND I'VE NEVER HAD  
 2 A WINDSHIELD REACT LIKE THE SUBARU. I'VE HAD LARGER  
 3 STONES HIT OUR SUBARU AND WAS ABLE TO GET A REPAIR  
 4 PRIOR TO A WINDSHIELD BEING REPLACED. I BELIEVE THERE  
 5 IS AN ISSUE IN THE MANUFACTURE OF THESE WINDSHIELDS.  
 6 THESE ARE EXPENSIVE TO KEEP REPLACING AND I AM  
 7 CONCERNED WITH SAFETY OF THESE WINDSHIELDS.

- 8 • NHTSA Complaint: A SMALL OBJECT HIT THE PASSENGER SIDE  
 9 LOWER PART OF THE WINDSHIELD. AT FIRST THERE WAS A  
 10 SMALL STAR SHAPE MARK THAT I THOUGHT COULD BE  
 11 FIXED. HOWEVER IT SPREAD QUICKLY. I WENT TO AMERICAN  
 12 AUTO GLASS AND WAS TOLD THAT HE HAD MANY OF THESE  
 13 WINDSHIELD ON BACK ORDER AND THAT THEY WERE ONLY  
 14 MADE BY SUBARU. I WAITED FOR ABOUT 6 WEEKS AND STILL  
 15 NO WINDSHIELD . I CALLED CUSTOMER SERVICE AT SUBARU  
 16 AND FINALLY I RECEIVED A WINDSHIELD ABOUT 7 WEEKS  
 17 AFTER IT CRACKED. THE MANAGER AT AMERICAN AUTO  
 18 GLASS TOLD ME THAT HE HAS NEVER SEEN SO MANY  
 19 CRACKED WINDSHIELDS IN A NEW MODEL CAR AND FELT  
 20 THAT SUBARU HAD AN ISSUE. LAST WEEK ABOUT 2 MONTHS  
 21 AFTER I HAD THE GLASS REPLACED I HAD ANOTHER CRACK  
 22 AT ALMOST THE SAME PLACE AS THE FIRST CRACK. I CALLED  
 23 SUBARU AND HAD IT INSPECTED BY SUBARU AND THEY SAID  
 24 I NEEDED A NEW WINDSHIELD AND THAT IT WAS NOT  
 25 COVERED UNDER WARRANTY. I THAN BROUGHT IT TO  
 26 SAFELIGHT AUTO GLASS AND THEY WERE ABLE TO REPAIR IT.  
 27 I FEEL THAT THERE IS A SAFETY ISSUE WITH THE  
 28 WINDSHIELDS IN THE 2015 SUBARU OUTBACK AND THAT  
 SUBARU NEEDS TO COME UP WITH A FIX. I WILL ALSO  
 FOLLOW UP WITH CUSTOMER SERVICE AT SUBARU
- NHTSA Complaint: CAR WAS SITTING IN DRIVEWAY.  
 SOMETHING HIT BASE OF WINDSHIELD AND STARRED IT AT  
 SPOT HIT. THE STAR SPREAD QUICKLY AS A CRACK RUNNING  
 UP THE WINDSHIELD. THIS APPEARS TO BE A SAFETY ISSUE  
 AS OTHER 2015 OUTBACK OWNERS ARE REPORTING MULTIPLE  
 CRACKS IN WINDSHIELDS AS WELL.
- NHTSA Complaint: 2015 OUTBACK, OWNED LESS THAN A YEAR.  
 A SMALL PEBBLE HIT THE BOTTOM RIGHT CORNER OF  
 WINDSHIELD WHILE DRIVING ON I-25 SOUTH OF PUEBLO, CO.  
 THIS CREATED A DIME SIZE STARBURST PATTERN AT THE  
 IMPACT SIGHT. MINUTES LATER A 12 INCH+ CRACK  
 DEVELOPED. THE CRACK CONTINUED TO EXPAND TO ALMOST  
 THE CENTER OF THE WINDSHIELD DURING THE THE DRIVE TO  
 TX. THE TEMPERATURE WAS ABOUT 65 DEGREES SO THE



1 WINDSHIELD WASN'T IN FREEZING CONDITIONS. THE PEBBLE  
2 IMPACT WAS NOTHING OF NOTE AND HARDLY GOT OUR  
3 ATTENTION. IN 4 DECADES OF DRIVING AND HAVEN TAKEN  
4 MANY ROCKS TO THE WINDSHIELD OF DIFFERENT MAKES OF  
5 VEHICLES I'VE NEVER SEEN THIS RESULT.

- 6 • NHTSA Complaint: THE WINDSHIELD DEVELOPED A  
7 MYSTERIOUS CRACK FROM THE LOWER CORNER DRIVER  
8 SIDE, AND IT PROPAGATED ACROSS IN A WEEK A TWO. WE  
9 HAVE BEEN UNABLE TO FIND A REASONABLY PRICED AFTER  
10 MARKET WINDSHIELD AND THE QUOTED COST FROM THE  
11 DEALER IS WAY TOO HIGH. WE ALSO UNDERSTAND THAT THE  
12 DEALER HAS DIFFICULTY GETTING THE NEW GLASS IN A  
13 TIMELY MANNER. I AM NOT WILLING TO SPEND SO MUCH  
14 MONEY TO REPLACE THE WINDSHIELD WHEN IT APPEARS  
15 THAT ANOTHER CRACK MAY OCCUR ON THIS DEFECTIVE  
16 PRODUCT.
- 17 • NHTSA Complaint: MY WINDSHIELD HAS A CRACK THAT RUNS  
18 FROM THE LOWER PASSENGER SIDE TO THE CENTER OF THE  
19 WINDOW AND THEN HORIZONTALLY ACROSS TO THE  
20 DRIVER'S SIDE. THIS FIRST STARTED AS A SMALL CRACK AND  
21 GREW QUICKLY. THERE IS A TINY CHIP, LESS THAN A PIN  
22 HEAD IN SIZE NEAR THE BEGINNING OF THE CRACK. NO STAR,  
23 AND NOT THE SIZE I WOULD TAKE TO GET FIXED. I DIDN'T  
24 THINK MUCH OF IT OTHER THAN "BUMMER, A BIG CRACK IN  
25 MY BRAND NEW CAR'S WINDSHIELD" UNTIL I SAW ANOTHER  
26 OUTBACK, SAME BODY STYLE, WITH THE SAME CRACK. I  
27 CALLED THE DEALER TO GET IT REPLACED AND IT IS ON A 3  
28 MONTH BACKORDER. THEN I CHECKED THIS WEBSITE AND  
SAW SEVERAL SIMILAR STORIES. PLEASE LOOK INTO THIS. IS  
THERE SOME KIND OF DEFECT IN THE WINDSHIELD,  
INSTALLATION, OR FIT? THANKS
- NHTSA Complaint: MY WIFE AND I BOUGHT A NEW 2015  
SUBARU OUTBACK IN POCATELLO, IDAHO. ON OUR MAIDEN  
VOYAGE HOME, 10 MILES FROM OUR HOME IN WYOMING THE  
WINDSHIELD DEVELOPED A CRACK ON THE PASSENGER SIDE.  
THE CRACK IMMEDIATELY SPREAD TO OVER 18 INCHES.  
SEVERAL WEEKS LATER WHILE WASHING THE CAR, THE  
CRACK RAN IN THE OPPOSITE DIRECTION ANOTHER 18  
INCHES. I CONTACTED OUR GLASS SHOP AND WAS TOLD  
THAT THE AFTERMARKET DOESN'T HAVE WINDSHIELDS  
AVAILABLE FOR THE 2015 OUTBACK AT THIS TIME. I  
CONTACTED SAFELITE AND WAS TOLD THAT THE  
WINDSHIELD WOULD BE AVAILABLE IN SEVERAL DAYS. THE  
NIGHT BEFORE MY WIFE WAS SCHEDULED TO TAKE THE CAR

1 IN FOR WINDSHIELD REPLACEMENT, SAFELITE CALLED ME  
2 AND TOLD ME THE WINDSHIELD WAS BACKORDERED FOR 3  
3 MORE WEEKS AND THE COST WOULD BE 100.00 MORE THAN  
4 THE ORIGINAL QUOTE. I CANCELED THE ORDER AND  
5 CONTACTED A SUBARU DEALER WHO TOLD ME THE  
6 WINDSHIELD WAS ON NATIONAL BACK ORDER. I CONTACTED  
7 SUBARU CUSTOMER SERVICE AND WAS TOLD THEY WOULD  
8 EXPEDITE A NEW WINDSHIELD FOR US AND THAT IT SHOULD  
9 BE IN ON AUGUST 1ST. TODAY IS AUGUST 12TH, STILL NO  
10 WINDSHIELD. THE ORIGINAL CRACK HAPPENED WITHOUT  
11 EVER HEARING A ROCK HIT THE WINDSHIELD. SEVERAL DAYS  
12 AGO A SMALL ROCK HIT THE DRIVER SIDE OF THE  
13 WINDSHIELD CAUSING AN IMMEDIATE STAR CRACK THAT  
14 SPREAD TO A 24 INCH CRACK WITHIN MINUTES. THE CAR'S  
15 WINDSHIELD IS NOW OBSTRUCTED AND UNSAFE TO DRIVE. I  
16 AM REPORTING HERE AFTER READING ABOUT COUNTLESS  
17 WINDSHIELD FAILURES ON 2015 SUBARU OUTBACKS THAT  
18 SUGGEST SUBPAR GLASS OR A DEFECT IN THE STRUCTURAL  
19 INTEGRITY OF THE CHASSIS THAT IS CAUSING THE GLASS TO  
20 STRESS CRACK.

- 21 • NHTSA Complaint: WINDSHIELD CRACKED IN PARKING LOT.  
22 VERY LONG BREAK STARTING AT BASE AND CONTINUED  
23 HALFWAY UP THROUGH THE CENTER.
- 24 • NHTSA Complaint: RECURRING DOUBLE WINDSHIELD FAILURE,  
25 SOMETIMES INTERMITTENTLY. NO WARNING OF FAILURE.
- 26 • NHTSA Complaint: WENT TO PICK UP MY BRAND NEW 2015  
27 OUTBACK FROM THE DEALER AND THEY INFORMED ME THE  
28 WINDSHIELD WAS CRACKED. THEY WILL BE REPLACING IT,  
BUT THIS CRACK IS IDENTICAL TO OTHERS DESCRIBED IN  
MANY COMPLAINTS. CRACK STARTED IN THE HEATED WIPER  
ELEMENT ON THE PASSENGER SIDE AND IS NOW ABOUT 12  
INCHES IN LENGTH. SUBARU DEALER SAID THEY BELIEVE IT  
OCCURRED IN THEIR CAR WASH. LOOKING AT OTHER  
COMPLAINTS, IT IS NOW OBVIOUS SUBARU 2015 OUTBACK  
WINDSHIELDS HAVE A DESIGN FLAW THAT SHOULD BE  
ADDRESSED ASAP.
- NHTSA Complaint: SPONTANEOUS CRACK STARTED IN THE  
MIDDLE OF THE WINDSHIELD RIGHT BEHIND THE REARVIEW  
MIRROR. THERE WAS NO DEBRIS THAT HIT THE WINDSHIELD.  
THE CRACK IS GROWING AND WE ARE TOLD THAT  
WARRANTY DOES NOT HANDLE WINDSHIELD CRACKS. WE  
HAVE TO PAY \$250 INSURANCE DEDUCTIBLE AND THERE IS A  
4-6 MONTH DELAY ON GETTING THE NEW GLASS BECAUSE OF



1 BACKLOG...! THIS IS NOW A SAFETY ISSUE BECAUSE IT  
2 INHIBITS OUR VISIBILITY AND WHO KNOWS WHAT MAY  
3 HAPPEN IF THERE IS A CRASH OF ANY KIND!

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- 5 • NHTSA Complaint: MY WIFE WAS DRIVING OUR OUTBACK  
6 AROUND TOWN WHEN SHE NOTICED A SMALL CRACK IN THE  
7 CENTER WINDSHIELD, JUST BELOW THE MIRROR  
8 ATTACHMENT POINT. SHE DID NOT RECALL ANY MAJOR  
9 STONE OR GRAVEL HITS (OTHER THAN THE USUAL  
10 DUST/DEBRIS ON NEW ENGLAND ROADS). LATER THAT DAY  
11 THE CRACK HAD SPREAD TO APPROXIMATELY 6" AND THEN  
12 THREE DAYS LATER (IN THE INTERIM, SHE WENT INTO LABOR  
13 AND HAD A BABY), THE CRACK HAD EXPANDED TO NEARLY  
14 THE LENGTH OF THE WINDSHIELD. WE IMMEDIATELY CALLED  
15 BOTH THE DEALER AND OUR INSURANCE COMPANY. AS IS  
16 STATED ELSEWHERE ON THE NTSB COMPLAINT SITE, THE  
17 ONLY WINDSHIELDS AVAILABLE FOR THE 2015 OUTBACK ARE  
18 FACTORY, OEM UNITS - WHICH ARE ON BACK ORDER FROM  
19 MOST DEALERS AND GLASS REPLACEMENT COMPANIES.  
20 GIVEN THE OVERALL NUMBER OF COMPLAINTS ABOUT  
21 WINDSHIELD CRACKING (BOTH HERE AND AVAILABLE  
22 THROUGH VARIOUS OTHER AUTOMOTIVE SITES), I BELIEVE  
23 THAT SUBARU SHOULD WORK TO FIX AN OBVIOUS ISSUE  
24 WITH THE GLASS.
  - 25 • NHTSA Complaint: WINDSHIELD CRACK ON 2015 OUTBACK  
26 WAGON. THERE WAS NO CRACK WHEN THE CAR WAS PARKED  
27 FOR THE NIGHT AT 6:00 PM. THE NEXT MORNING, THERE WAS  
28 A ~12 INCH CRACK, LEFT SIDE OF THE WINDSHIELD. THERE  
WERE NO OVERHANGING TREES AT THE LOCATION WHERE  
THE CAR WAS PARKED.
  - NHTSA Complaint: WINDSHIELD CRACKED APPROXIMATELY 8".  
CRACK IS INSIDE GLASS (GLASS IS SMOOTH ON EXTERIOR  
AND INTERIOR OF CAR). NO TEMPERATURE FLUCTUATIONS  
AND NO IMPACTS TO VEHICLE. VEHICLE PARKED IN GARAGE  
WHEN CRACK OCCURRED - GLASS WAS NOT CRACKED WHEN  
PARKED IN SECURE GARAGE FRIDAY EVENING. WAS  
CRACKED WHEN I WENT TO THE CAR ON SATURDAY  
AFTERNOON.
  - NHTSA Complaint: FOR THE SECOND TIME, AFTER BEING  
PINGED BY A SMALL STONE, THE WINDSHIELD DEVELOPED A  
CRACK CIRCA 3000 MILES SIMILAR EXPERIENCE W/ 2014  
SUBARU OUTBACK ALSO W/ LOW MILEAGE NEVER HAD TO  
REPLACE WINDSHIELD IN SOME 56 YEARS OF DRIVING THREE

1 TIMES IN 7 MONTHS SEEMS TO INDICATE SOME SORT OF  
2 SYSTEMIC OR WINDSHIELD CONFIGURATION PROBLEM?

- 3 • NHTSA Complaint: THIS IS MY SUBARU OUTBACK LIMITED.  
4 WHILE MY CAR WAS PARKED IN FRONT OF MY HOME I CAME  
5 OUT AND FOUND A 6" CRACK IN MY WINDSHIELD  
6 ORIGINATING BELOW THE WIPERS. IT HAS SINCE SPREAD AN  
7 ADDITION 12"+ INCHES UPWARDS AND 4" DOWNWARD. I  
8 BELIEVE BELOW THE WIPERS IS WHERE THE HEATING  
9 ELEMENT IS LOCATED AND IN A QUICK INTERNET SEARCH,  
10 INCLUDING THIS SITE, I HAVE FOUND NUMEROUS  
11 COMPLAINTS OF CRACKS APPEARING ON PARKED CARS ALL  
12 STARTING BELOW WIPERS. NOW FOR THE REAL PROBLEM,  
13 THERE IS NO REPLACEMENT WINDSHIELDS AVAILABLE. THIS  
14 HAPPENED ON 6/24/15 AND I CONTACTED SAFELITE THAT DAY  
15 AND DUE THE HEATING ELEMENT THE PART HAS TO COME  
16 FROM SUBARU. IT IS NOW EXACTLY ONE MONTH LATER AND  
17 THERE IS NO REPLACEMENT IN SIGHT.
- 18 • NHTSA Complaint: A SMALL PEBBLE HIT THE WINDSHIELD ON  
19 7/17/15 SHOWING A TINY CHIP AND 2-3 MM CRACK. WE HAD  
20 THE CHIP REPAIRED BY SAFELIGHT EARLY MORNING OF  
21 7/18/15 AND IT LOOKED GOOD. THE NEXT DAY, 7/19/15, THERE  
22 WERE 2 CRACKS OVER 6 INCHES LONG AND THE WINDOW  
23 WILL HAVE TO BE REPLACED. WOULD HAVE CHALKED IT UP  
24 TO JUST BAD LUCK TO HAVE THE REPAIR FAIL UNTIL I CAME  
25 ACROSS REPORTS OF SIMILAR INCIDENTS ON THE INTERNET  
26 AND THEN CAME ACROSS THIS SITE.
- 27 • NHTSA Complaint: FOUND A 2 FOOT CRACK ON MY BRAND  
28 NEW SUBARU OUTBACK. AFTER WASHING MY CAR  
YESTERDAY, I STOOD BACK TO ADMIRE HOW GREAT THE CAR  
LOOKED AND THEN WENT INSIDE. WHEN I CAME BACK  
OUTSIDE 2 HOURS LATER, I NOTICED A 2 FOOT CRACK IN THE  
WINDSHIELD WITH THE STARTING POINT IMMEDIATELY  
UNDER THE WIPER BLADE ON THE PASSENGER SIDE. A ROCK  
COULD NOT HAVE POSSIBLY HIT THE CAR UNDER THE BLADE.  
THIS IS A BRAND NEW CAR AND I'VE TAKEN EXTRA  
PRECAUTIONS WITH IT. I CAN'T BELIEVE THAT THIS HAS  
HAPPENED.
- NHTSA Complaint: WINDSHIELD FOUND CRACKED  
UNEXPECTEDLY WHEN COMING OUT FROM A STORE. 6"  
CRACK GREW QUICKLY OVER 2 WEEKS, SPREADING ALL  
OVER THE PASSENGER SIDE IN A BRANCHED FORMATION  
ABOUT 2X1'. YESTERDAY, ANOTHER CRACK DEVELOPED IN  
FRONT OF THE DRIVER'S SIDE AND IS COMPROMISING

1 VISIBILITY WITH A GLARE FROM THE CRACK AND GROWING  
 2 QUICKLY AGAIN. REPLACEMENT WINDSHIELD IS BACK-  
 3 ORDERED FOR SEVERAL WEEKS. HAVE BEEN WAITING ABOUT  
 4 1 MONTH NOW, DRIVING WITH AN UNSAFE/UNSIGHTLY  
 5 BRAND NEW CAR, AND I'M OUT A \$500 DEDUCTIBLE. GOING  
 6 TO CONTACT SUBARU AS WELL, BUT THEY NEED MORE  
 7 PRESSURE TO REPLACE AND REIMBURSE THIS SEEMINGLY  
 8 COMMON PROBLEM WITH THIS BRAND NEW CAR. UPDATED  
 9 10/9/15 \*LN.....UPDATED 10/19/15 \*BF

- 10 • NHTSA Complaint: ON JULY 9, I WAS DRIVING DOWN THE  
 11 INTERSTATE I TAKE TO WORK AND HEARD A SMALL POP,  
 12 LIKE A PEBBLE HITTING THE WINDSHIELD. THE WINDSHIELD  
 13 INSTANTLY CRACKED IN AN L SHAPE DOWN AROUND THE  
 14 REARVIEW MIRROR. BY THE TIME I GOT HOME FROM WORK  
 15 THAT NIGHT, THAT CRACK HAD EXTENDED TO ABOUT 18  
 16 INCHES LONG. I HAVE BEEN DRIVING CARS A LONG TIME,  
 17 AND HAVE HAD NUMEROUS PEBBLE STRIKES WITHOUT ANY  
 18 OF MY PREVIOUS WINDSHIELDS CRACKING. I FEEL THAT THIS  
 19 IS OBVIOUSLY DUE TO SOME SORT OF DEFECT IN THE  
 20 WINDSHIELD, AS IS EVIDENCED BY MANY OTHERS WHO ARE  
 21 HAVING THE SAME ISSUE. I LOVE THE CAR OTHERWISE, BUT  
 22 AM WORRIED ABOUT HAVING TO REPLACE THE WINDSHIELD  
 23 EVERY TIME I TURN AROUND. SOME PEOPLE THAT HAVE  
 24 POSTED COMPLAINTS WERE ON THEIR THIRD WINDSHIELD  
 25 THIS YEAR ON THEIR 2015 OUTBACKS. THIS IS NOT  
 26 ACCEPTABLE! I EMAILED SUBARU AND DID GET A REPLY  
 27 SUGGESTING I TAKE THE CAR TO THE DEALER AND LET THEM  
 28 INSPECT IT, AND THAT THEY WERE "NOT AWARE" OF ANY  
 PROBLEMS WITH THE WINDSHIELDS FOR THE 2015 OUTBACKS.  
 INFORMATION ON THIS PAGE AND SEVERAL OTHERS  
 SUGGESTS OTHERWISE. WE NEED TO SPEAK UP SO SUBARU  
 KNOWS WHAT IS GOING ON AND IS FORCED TO ADDRESS THIS  
 ISSUE.

- NHTSA Complaint: MY WIFE WAS DRIVING TO WORK AND A  
 STONE HIT THE WINDSHIELD. SHE CHECKED IT WHEN SHE  
 GOT TO WORK AND SAID THERE WAS A SMALL CHIP. BY THE  
 TIME SHE GOT HOME THE CHIP HAD BECOME A CRACK AND  
 WAS ALMOST A FOOT LONG. WE HAVE LIMITED OUR USE OF  
 THE VEHICLE BUT THE CRACK CONTINUES TO GROW AND IS  
 NOW OVER TWO FEET LONG. SAFELITE HAS SAID THAT THE  
 WINDSHIELD IS ON NATIONAL BACK ORDER. I HAVE HAD  
 STONE CHIPS BEFORE AND THEY WERE EASY TO REPAIR AND  
 DID NOT REQUIRE REPLACEMENT. MY MAIN CONCERN IS  
 THAT I NOT HAVE TO PAY FOR ANOTHER WINDSHIELD IF  
 THERE IS A DESIGN FLAW.

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- NHTSA Complaint: DROVE THROUGH A CONSTRUCTION ZONE ON A MILITARY BASE (30 MPH) AND PARKED AT THE BANK. NO NOISE INDICATION OF A ROCK HITTING THE WINDSHIELD. CAME OUT OF THE BANK AND THERE WAS A 6-8 INCH CRACK STARTING UNDER THE PASSENGER SIDE WIPERS, THAT EXTENDED FROM THE EDGE UP INTO THE PASSENGERS VIEW. DROVE THE CAR ANOTHER APPROXIMATELY 10 MINUTES TO GET HOME, CRACK BECAME 12-16 INCHES. PARKED THE CAR IN THE DRIVEWAY AND MARKED IT WITH A WINDOW MARKER. THE NEXT DAY THE CRACK WAS 3 INCHES LONGER...FROM SITTING IN THE DRIVEWAY?? EITHER WAY, HERE IT IS JULY AND STILL WAITING ON A NEW WINDSHIELD. CRACK EXTENDS HALFWAY UP AND INTO THE MIDDLE OF THE WINDSHIELD...AND THE CAR HAS NOT BEEN DRIVEN. IT HAS BEEN PARKED SINCE THE 19TH OF JUNE BUT THE CRACK IS STILL GETTING BIGGER.
- NHTSA Complaint: WE HAD THE SAME EXPERIENCE WITH OUR WINDSHIELD THAT OTHERS HAVE HAD -- SEE, EG, COMPLAINT # 10730819. ABOUT TWO WEEKS AFTER BUYING A NEW 2015 OUTBACK, WHILE DRIVING OUT OF OUR SOMEWHAT STEEPLY-ANGLED GARAGE, THE WINDSHIELD CRACKED. I SAW NO EVIDENCE OF A STONE HITTING THE WINDSHIELD AND THOUGHT THERE WAS A STRUCTURAL DEFECT. TOOK THE CAR TO OUR DEALER WHO DID A "PEN TEST" ON THE EXTERIOR OF THE WINDSHIELD. THE PEN TIP, INDEED, CAUGHT IN THE CRACK AND THE REPAIR PERSON SAID THAT INDICATED A ROCK HIT AND WE JUST HAD UNFORTUNATE LUCK. THE CRACK GREW QUICKLY, SNAKING AROUND THE WINDSHIELD, WHILE WE WAITED A FEW WEEKS FOR THE REPLACEMENT WINDSHIELD TO BECOME AVAILABLE VIA SAFELITE. BASED ON THIS AND OTHER COMMENT SITES, I'M CONCERNED ABOUT A REPEAT CRACK. ALSO, OF COURSE, WONDERING IF IT WAS REALLY JUST "BAD LUCK." OUR SUBARU DEALER'S SERVICE DEPARTMENT HAS BEEN NON-COMMUNICATIVE. I CONTACTED SUBARU CORPORATE WITH A COMPLAINT AND RECEIVED NO RESPONSE. DEEPLY DISAPPOINTED - AND WE'VE BEEN A "SUBARU FAMILY" FOR A LONG TIME.
- NHTSA Complaint: CAR WAS PARKED IN A PARKING LOT AWAY FROM TREES OR ANY OTHER VEGETATION. WAS GONE FROM CAR FOR APPROXIMATELY 10 MINUTES. UPON RETURN, THERE WAS A 12 INCH CRACK DESCENDING FROM UPPER RIGHT HAND CORNER OF WINDSHIELD. BY MORNING, AFTER HAVING BEEN PARKED INSIDE A LOCKED GARAGE, AND WITH

1 LESS THAN 2 MORE MILES DRIVEN, CRACK HAD GROWN  
2 ANOTHER 12 INCHES (APPROXIMATELY.)

- 3 • NHTSA Complaint: OUR SUBARU OUTBACK WAS IMPACTED BY  
4 A SMALL PEBBLE THAT CRACKED OUR WINDSHIELD. I PUT IN  
5 A CLAIM WITH OUR INSURANCE COMPANY IMMEDIATELY  
6 AND SETUP A REPLACEMENT WITH SAFELITE. GOT A CALL  
7 LATER INDICATING THAT THE PART IS NOT IN STOCK AND  
8 NEEDS TO BE ORDERED. THAT WAS 4 WEEKS AGO AT THIS  
9 POINT AND STILL NO INDICATION OF WHEN THIS WILL BE  
10 RESOLVED. THE CRACKS CONTINUE TO SPREAD AND NOW IS  
11 A SAFETY ISSUE SINCE THE CRACKS ARE IN THE DRIVER'S  
12 LINE OF SIGHT. I (AND I ASSUME MANY OTHER PEOPLE) HAVE  
13 TRIED CONTACTING SUBARU AND I FOR ONE AM NOT  
14 GETTING ANY RESPONSE FROM THEM ON THIS ISSUE THUS  
15 WE NEED TO CONTINUE DRIVING AN UNSAFE CAR DUE TO  
16 THE FACT WE DO NOT HAVE THE MONEY TO HAVE A RENTAL  
17 AND AGAIN BECAUSE NO ONE CAN PROVIDE AN ETA WE  
18 WOULDN'T KNOW HOW LONG WE'D NEED ONE ASSUMING WE  
19 COULD GET ONE. BASED ON WHAT I READ HERE THIS COULD  
20 HAPPEN AGAIN WITHIN A SHORT TIME ONCE WE DO GET THE  
21 WINDSHIELD REPLACED. SOME TYPE OF INVESTIGATION  
22 NEEDS TO BE CONDUCTED AND A RECALL ISSUED. I THINK  
23 THERE IS ENOUGH EVIDENCE TO SHOW THERE IS SOME KIND  
24 OF DEFECT WITH THE WINDSHIELDS OF THIS CAR AND WHEN  
25 SAFETY IS THREATENED, STEPS SHOULD BE TAKEN TO  
26 PROTECT US. I APOLOGIZE IF THIS DOESN'T FIT THE CRITERIA  
27 OF WHAT SHOULD BE POSTED HERE BUT NOT HAVING A  
28 REPLACEMENT WINDSHIELD IN A TIMELY FASHION IN ITSELF  
IS A SAFETY HAZARD.

- 19 • NHTSA Complaint: WE SENT A SIMILAR EMAIL TO SUBARU OF  
20 AMERICA JUNE 5. THEY HAVE BEEN RESPONSIVE...BUT WE  
21 STILL HAVE A CRACKED WINDSHIELD AND IT REMAINS A  
22 DRIVING DISTRACTION....WE PURCHASED OUR 2015 OUTBACK  
23 IN JANUARY FROM SUBARU OF LAS VEGAS. IN APRIL A  
24 WINDSHIELD CRACK APPEARED -WE DIDN'T SEE THE ROCK,  
25 SAW NO CHIP TO CAUSE IT BUT THE DEALER SAID HE COULD  
26 FEEL ONE, SO SORRY, NO WARRANTY, SO WE CLAIMED IT ON  
27 THE INSURANCE -REPLACED A FEW WEEKS AGO FOR THE \$500  
28 DEDUCTIBLE. CHANGED TO A \$100 DEDUCTIBLE THE FIRST OF  
JUNE AND TWO DAYS LATER ANOTHER CRACK-INSTANT AND  
BIGGER. SAW THE ROCK THIS TIME. CLAIMED ON THE  
INSURANCE, AGAIN, BUT SAFELIGHT HAD TO CANCEL THE  
APPOINTMENT DUE TO A SHORTAGE OF SUBARU  
WINDSHIELDS -THE AFTERMARKET ONES ARE OUT, AND  
DEALER IS APPARENTLY HAVING TO RATION OUT THE



1 OEMS!!! SO WE GET TO DRIVE WITH A GLARING, HAZARDOUS  
2 CRACK...I CHECKED ON THE INTERNET AND FOUND PAGES OF  
3 NEW SUBARU WINDSHIELD CRACK PROBLEMS SIMILAR TO  
4 OURS -SOME SEEMED TO INDICATE SOA HAD COVERED  
5 REPLACEMENT UNDER WARRANTY WHICH SHOULD HAVE  
6 HAPPENED THE FIRST TIME AS THERE TRULY WAS NO CHIP TO  
7 START THE CRACK. SUBARU NEEDS TO DO SOMETHING  
8 ABOUT THIS -MAYBE THICKER GLASS? MAYBE A RECALL?  
9 WE'VE DRIVEN SUBARU'S FOR MANY YEARS AND HAVE NOT  
10 HAD THIS TYPE OF PROBLEM. PLEASE ADVISE AS TO REPAIRS,  
11 REIMBURSEMENTS, ETC., AND WHAT YOU ARE DOING TO FIX  
12 THE PROBLEM FOR THE FUTURE -WE CANNOT BE REPLACING  
13 THE WINDSHIELD EVERY FEW MONTHS! NOW IT IS GOING ON  
14 THREE WEEKS AND NO WINDSHIELD, WHILE THE CRACK  
15 KEEPS GETTING BIGGER THANKS

- 16 • NHTSA Complaint: WHILE CAR WASH PARKED IN DRIVEWAY  
17 BEING WASHED I NOTICED A CRACK IN THE PASSENGER SIDE  
18 FRONT WINDSHIELD .THE CRACK IS COMING FROM THE  
19 LOWER WINDSHIELD HEATER THEN GOES UP TOWARDS THE  
20 MIDDLE OF WINDSHIELD.STILL USING CAR AND THE CRACK IS  
21 PAST THE REAR VIEW MIRROR.TOLD BY DEALER SUBARU  
22 DOESN'T COVER GLASS BREAKAGE ADVISED HIM I WAS  
23 FOLLOWING UP WITH SUBARU TO PLEASE TAKE INFO AND  
24 PIC'S.HE SUGGESTED GOING THRU MY CAR INSURANCE BUT  
25 THERE ARE NO ROCK CHIPS OR CRACKS SO WHY SHOULD  
26 THEY PAY. HE ADVISED HE WOULD SHOW TO THE REP IN A  
27 FEW WEEKS ON HIS VISIT??. I PERSONALLY THINK A  
28 WINDSHIELD IS A SAFETY ISSUE AND THEY SHOULD MOVE ON  
IT NOW. WHILE RESEARCHING IT AND SEEING HOW THIS IS A  
COMMON ISSUE WITH OTHER PEOPLE I AM WONDERING  
ABOUT THE SAFETY OF THE CAR NOW. STARTED A CASE WITH  
SUBARU.
- NHTSA Complaint: 2015 SUBARU OUTBACK WITH EYESIGHT  
TECHNOLOGY. HAD VEHICLE LESS THAN 2 MONTHS, SITTING  
IN DRIVEWAY, NEXT AM NOTED LARGE CRACK IN  
WINDSHIELD BEGINNING IN PASSENGER LOWER CORNER AND  
TRAVELING DIAGONALLY UP TOWARDS CENTER OF  
WINDSHIELD. NO TRAUMA NOTED TO WINDSHIELD WHILE  
DRIVING (NO ROCKS, ETC). SEEMED TO HAVE BROKEN  
SPONTANEOUSLY. MADE INSURANCE CLAIM 4/12/15. UNABLE  
TO GET NEW WINDSHIELD AS SUCH A LARGE BACKORDER OF  
THESE WINDSHIELDS FOR SAME REASON AND IN SAME  
LOCATION. STILL WAITING WITH NO END IN SIGHT. ON-LINE  
THREADS INDICATE THIS IS AN ONGOING ISSUE THAT HAS  
YET TO GENERATE A RECALL.

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- NHTSA Complaint: WE BOUGHT THE SUBARU IN ANCHORAGE AND STARTED HEADING TOWARD OUR HOME IN FAIRBANKS. APPROXIMATELY 100 MILES INTO THE JOURNEY WE STOPPED TO REST AND EAT. WHILE SITTING IN THE CAR TALKING, THERE WAS A POP SOUND AND A LARGE 9-10" CRACK APPEARED BEHIND THE MIRROR AND BINOCULAR CAMERAS DESCENDED INTO THE PASSENGER'S VIEW. I INSPECTED THE OUTSIDE WINDOW FOR EVIDENCE OF IMPACT FROM A ROCK OR DEBRIS, SUCH AS CHIPPING, BUT THERE WAS NONE. I TRIED TO GET A REPLACEMENT WINDOW AFTER SUBARU BLEW ME OFF, BUT WAS UNABLE TO DUE TO AN APPARENT LARGE DEMAND FOR REPLACEMENT GLASS FOR THIS MODEL. SINCE THEN CRACKS HAVE APPEARED SPONTANEOUSLY FROM THE BOTTOM OF THE WINDSHIELD WORKING THERE WAY UP. MY SON HAS A BRAND NEW 2015 SUBARU FORESTER, WHICH DID THE EXACT SAME THING ON THE WAY HOME FROM ANCHORAGE. AGAIN SUBARU DEALER DENIED THEY HAVE SEEN ANY PROBLEM WITH THE WINDSHIELD, BUT READ THE COMPLAINTS LOGGED WITH NHTSA AND ONE CAN ONLY COME TO A DIFFERENT CONCLUSION. PERHAPS SUBARU IS MAKING THEIR GLASS TOO THIN TO REDUCE WEIGHT OR THERE IS SOME SORT OF FLEXING OF THE WINDOW MIDPOINT ON THE GLASS BUT THIS IS A PROBLEM.
  - NHTSA Complaint: SUBARU OUTBACK IS TWO MONTHS OLD AND DEVELOPED A CRACK IN THE WINDSHIELD, WHILE THE VEHICLE WAS PARKED. CRACK STARTED AT THE BOTTOM/CENTER OF THE WINDSHIELD AND WAS ROUGHLY EIGHT INCHES STRAIGHT UP. SUBARU ACCEPTS ZERO RESPONSIBILITY, SO I HAVE TO PAY FOR A NEW WINDSHIELD. I HAVE BEEN WAITING TWO WEEKS WITH NO WINDSHIELDS AVAILABLE. CRACK HAS GROWN TO ROUGHLY THIRTY INCHES AND A ZIG ZAG PATTERN NOW.
  - NHTSA Complaint: REPLACED WINDSHIELD THREE TIMES IN 15 MONTHS. TWO WERE ORIGINAL SUBARU BRANDED WINDSHIELDS. ORIGINAL AND INDUSTRY REPLACEMENT WINDSHIELD ARE TOO BRITTLE AND THUS UNSAFE. ANY LITTLE PEBBLE CHIPS THEM AND THEY ALWAYS HAVE A LONG CRACK WITHIN A FEW HOURS.
  - NHTSA Complaint: I PURCHASED MY 2015 SUBARU OUTBACK IN NOVEMBER 2014 AND THE FIRST WINDSHIELD CRACK OCCURRED BEGINNING OF MARCH 2015. THE CRACK HAPPENED OVERNIGHT AND IT WAS THE DAY AFTER A MAJOR SNOW STORM. THE CRACK INITIATED FROM THE



1 PASSENGER SIDE AND UP TO THE CENTER OF WINDSHIELD.  
2 THERE WAS NO SIGN OF CHIPS/CRACKS DUE TO FOREIGN  
3 OBJECTS WHICH SEEM LIKE A DEFECTIVE PART/DESIGN TO  
4 ME. THE CRACK PROPAGATED REALLY QUICKLY. I  
5 CONTACTED DEALERSHIP AND THEY SAID ITS NOT COVERED  
6 UNDER WARRANTY AND REFUSED TO LOOK AT THE CRACK.  
7 THE DEALERSHIP ALSO TOLD ME STRAIGHT UP TO GO  
8 THROUGH INSURANCE AND DEAL WITH IT MYSELF. I WENT  
9 THROUGH INSURANCE AND REPLACED THE WINDSHIELD  
10 WITH A GENUINE SUBARU PART BY THE END OF MARCH. JUST  
11 WHEN I THOUGH IT IS OVER, A CRACK JUST APPEARED ON MY  
12 WINDSHIELD ON MAY 10, 2015. THE CRACK SEEM TO HAVE  
13 INITIATED FROM THE WINDSHIELD HEATING COMPARTMENT  
14 AGAIN. DURING THE MORNING OF MAY 11, 2015, I LOOKED AT  
15 THE CRACK AGAIN AND IT DIDN'T GROW OVERNIGHT.  
16 HOWEVER, WHEN I CHECKED ON IT WHILE IT WAS PARKED AT  
17 WORK DURING NOON TIME, THE CRACK GREW ABOUT 2  
18 INCHES. THIS IS UNACCEPTABLE FOR A BRAND NEW CAR TO  
19 HAVE TO GO THROUGH 2 CRACKED WINDSHIELDS. A GOOD  
20 WINDSHIELD SHOULD BE ABLE TO WITHSTAND  
21 TEMPERATURE CHANGE AND MINOR IMPACTS FROM FOREIGN  
22 OBJECTS AND THE 2015 SUBARU OUTBACK IS DEFINITELY NOT  
23 MEETING THAT REQUIREMENT. IN ADDITION, THE  
24 DEALERSHIP IS NOT BEING HELPFUL WITH THE SITUATION  
25 AND NOT TAKING ANY RESPONSIBILITIES IN INVESTIGATING  
26 WHETHER THIS CAN BE A VEHICLE DEFECT OR NOT. I AM NOT  
27 GOING TO REPLACE MY WINDSHIELD OUT OF MY OWN  
28 EXPENSE AND I DEMAND FOR AN ANSWER/EXPLANATION  
FROM SUBARU.

- NHTSA Complaint: WINDSHIELD HIT BY PEBBLE ON FREEWAY, SMALL CHIP NOTED ON PARKING VEHICLE FOR THE NIGHT IN GARAGE. NEXT MORNING APPROXIMATE 9"VERTICAL CRACK ON WINDSHIELD WHILE DRIVING TO WORK, BY THE TIME I HAD DRIVEN VEHICLE 12 MILES CRACK GREW TO APPROXIMATELY 27 INCHES HORIZONTALLY ACROSS WINDSHIELD. AFTER TWO WEEKS OF DRIVING THERE ARE NOW COMPETING DUAL CRACKS EACH MEASURING IN EXCESS OF 30 INCHES HORIZONTALLY ACROSS THE WINDSHIELD. WITH OVER 45 YEARS OF SAFE DRIVING UNDER MY BELT I HAVE NEVER SEEN A WINDSHIELD PERFORM IN THIS MANNER. THIS MUST BE A SAFETY ISSUE, I HAVE A DIFFICULT TIME BELIEVING THIS IS NOT A ISSUE WITH EITHER THE STRUCTURAL INTEGRITY OF THE VEHICLE AND OR THE WINDSHIELD. WHAT IS THE NHTSA DOING TO INVESTIGATE THIS ISSUE AND INSURE OR SAFETY? I HAVE THE OLD WINDSHIELD IF THIS WILL HELP TO DETERMINE THE ISSUE.

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- NHTSA Complaint: FIRST TIME WASHING MY NEW 2015 SUBARU OUTBACK WITH BARELY 900 MILES ON IT. PARKED IT IN FRONT OF THE HOUSE. WALKED FROM THE GARAGE TO THE VEHICLE TO CHECK FOR WATER SPOTS AND NOTED A 5" CRACK IN THE WINDSHIELD WHERE THERE WASN'T ONE WHILE I WASHED IT! STARTS WHERE THE HEATING ELEMENT IS UNDER THE PASSENGER SIDE WIPER. IT'S RAPIDLY SPREAD UP AND ACROSS MY DRIVING LINE OF SIGHT. WHEN THE SUN IS UP, THE GLINTING BECOMES ALMOST BLINDING. I TOOK IT TO THE DEALER WHERE I PURCHASED IT TO REPORT WHAT TO ME WAS AN OBVIOUS DEFECT. THEIR HEAD OF SERVICE LOOKED AT IT AND PRONOUNCED IT WAS CAUSED BY A ROCK. HE TRIED TO EXPLAIN WHERE HE SAW THIS "IMPACT". I DISAGREED. THERE IS NO IMPACT CRAZE. THEY TOLD ME TO CONTACT MY INSURANCE COMPANY. THE INSURANCE EXAMINER TOOK PICTURES AND PRONOUNCED IT DUE TO "A STRUCTURAL DEFECT". SUBSEQUENTLY, THE GLASS WAS ORDERED AND I'M SUPPOSED TO PAY FOR IT PLUS THE INSTALLATION OR THERE'LL BE A RE-STOCKING FEE. I'VE WAITED OVER A MONTH WHILE BEING TOLD THERE ARE SHORTAGES, OR IT'S TOO NEW, AND "DUE TO THE LONGSHOREMAN'S STRIKE IN LONG BEACH..." I RANG UP SUBARU OF AMERICA, WHO OPENED A CASE AND ARE HAVING ME GO BACK TO THE DEALER, HAVE THEM TAKE PICTURES, SEND THOSE AND THE REPORT FROM THE INSURANCE COMPANY TO THEM. SEEMS LIKE I'M DOING A LOT OF WORK FOR WHAT TO ME SHOULD BE COVERED AS A DEFECTIVE WINDSHIELD OR A STRUCTURAL PROBLEM WITH THIS MODEL. THERE ARE 7 COMPLAINTS, FILED ON THIS WEBSITE FROM SUBARU OWNERS, THIS MODEL, SAME YEAR, WITH THE IDENTICAL PASSENGER SIDE CRACK. THERE ARE NUMEROUS OTHER RECORDS OF THESE INCIDENTS RECORDED AT SAFERCAR.GOV, AND SUBARUOUTBACK.ORG I'M FRUSTRATED AND DISAPPOINTED BEYOND WORDS AS THIS IS A NEW CAR. \*TR

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- NHTSA Complaint: I JUST BOUGHT A BRAND NEW 2015 SUBARU OUTBACK ON MARCH 18, 2015. I SEE ALREADY THAT THERE ARE NUMEROUS COMPLAINTS ALREADY ON THE SAFETY OF THE 2015 SUBARU OUTBACK WINDSHIELDS. I WAS DRIVING DOWN THE FREEWAY ON MAY 2, 2015 AND A VERY SMALL PEBBLE FLEW INTO THE WINDSHIELD AND I COULDN'T BELIEVE THAT SMALL A PEBBLE WOULD CRACK THE WINDSHIELD OVER 6 INCHES! I AM VERY UPSET. I PARKED THE CAR IN A RESTAURANT PARKING LOT THAT DAY AND WHEN I CAME OUT, THE CRACK HAD GROWN TO 12 INCHES BY

1 ITSELF! MY RELATIVES WERE IN TOWN AND I COULDN'T  
2 DRIVE MY NEW VEHICLE ON A SHORT TRIP I WANTED TO  
3 TAKE THEM ON. OF COURSE THIS IS A SPECIAL ORDER ITEM  
4 SO I AM WAITING AND WAITING FOR IT TO BE REPLACED.  
5 CALLED SUBARU SERVICE DEPARTMENT AND THEY CLAIM  
6 NO KNOWLEDGE OF PROBLEMS WITH THE WINDSHIELDS (OF  
7 COURSE). I HAVE NO VEHICLE TO DRIVE BECAUSE I FEEL IT IS  
8 UNSAFE TO DRIVE AND HAVE BEEN INCONVENIENCED TO  
9 HAVE TO DRIVE MY OTHER OLDER VEHICLE. I DIDN'T WANT  
10 TO HAVE INSURANCE ALSO PAY FOR A  
11 RENTAL/REPLACEMENT VEHICLE AS WELL WHEN THIS IS A  
12 SUBARU PROBLEM AND A NATIONAL SAFETY PROBLEM WITH  
13 THIS VEHICLE THAT NEEDS TO BE ADDRESSED IMMEDIATELY.  
14 IT IS NOW MAY 6TH AND I STILL HAVE NO NEW WINDSHIELD  
15 AND DON'T EXPECT ONE ANYTIME SOON. IT LOOKS LIKE  
16 THERE IS A GOOD POSSIBILITY THAT THE WINDSHIELD WILL  
17 CRACK AGAIN FROM ALL THE COMPLAINTS I AM READING ON  
18 THIS WEBSITE. WHEN WILL SOMEONE RECALL THIS  
19 WINDSHIELD? AFTER SOMEONE GETS KILLED? PLEASE  
20 RECALL THIS WINDSHIELD! \*TR

- 21 • NHTSA Complaint: OUR FULLY-LOADED '15 OUTBACK WITH  
22 EYESIGHT & LANE ASSIST WAS PARKED OVERNIGHT IN THE  
23 GARAGE (AS ALWAYS). WHEN WE GOT INTO THE VEHICLE, WE  
24 NOTICED AN 12-INCH CRACK IN THE WINDSHIELD (BEGINNING  
25 IN THE LOWER CORNER ON THE PASSENGER SIDE AND  
26 HEADING UP TOWARD THE CENTER OF THE VEHICLE). THERE  
27 WAS NO ACCIDENT OR ROCK INCIDENT TO WARRANT THE  
28 CRACK - IT CAME OUT OF NOWHERE. WE CALLED OUR  
SUBARU SERVICE DEPARTMENT AND THEY REFERRED US TO  
THEIR (OUTSIDE VENDOR) WINDSHIELD REPAIR GUY. AFTER  
SEVERAL CALLS TO SUBARU, HE WAS TOLD THAT SUBARU  
HAS PULLED THESE WINDSHIELDS FROM THEIR PRODUCTION  
LINE BECAUSE THERE IS AN INHERENT PROBLEM WITH  
CRACKING DUE TO THEIR SUBSTANDARD QUALITY AND  
INFERIOR AERONAUTICAL DESIGN. HE SAID THAT THE  
SUBARU PLANT WAS WAITING ON A SET OF WINDSHIELDS  
AND AN ORDER WAS PLACED FOR ME, BUT THAT I WOULD BE  
COMPETING WITH THE NEW CARS ROLLING OFF THE  
PRODUCTION LINE. THIS INFORMATION ALONE (ASSUMING IT  
IS ACCURATE) SHOULD WARRANT A RECALL. WE CONTACTED  
THE WINDSHIELD GUY AGAIN TODAY TO FOLLOW UP AND HE  
SAID HE JUST ORDERED ANOTHER '15 OUTBACK WINDSHIELD  
FOR SOMEONE THIS MORNING - - SAME PROBLEM (NO  
ACCIDENT OR INCIDENT). HE REITERATED HIS  
CONVERSATION WITH SUBARU PRODUCTION PERSONNEL  
ONCE AGAIN THAT "THERE IS A DESIGN PROBLEM WITH THE

1 WINDSHIELDS AND SUBARU HAS PULLED THEM FROM THEIR  
2 PRODUCTION LINES." TWO WEEKS AGO WE PUT A POST-IT  
3 FLAG INSIDE THE WINDSHIELD AT THE END OF THE CRACK TO  
4 MARK ITS PLACE AND PROGRESS - THE CRACK HAS NOW  
5 GROWN TO 20+ INCHES STRAIGHT ACROSS THE CENTER OF  
6 THE WINDSHIELD. IT IS EASY TO FIND OTHER FOLKS WITH  
7 THIS PROBLEM - - INEXPLICABLE CRACKED WINDSHIELDS  
8 WITH NO OBVIOUS SIGNS OF CAUSE. THE CAUSE AND EFFECT  
9 OF THESE BROKEN WINDSHIELDS SHOULD BE INVESTIGATED  
10 IMMEDIATELY BEFORE SOMEONE IS SERIOUSLY HURT OR  
11 INJURED THROUGH NO FAULT OF THEIR OWN. \*TR

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- 13 • NHTSA Complaint: UPON ENTRY OF VEHICLE FOR THE FIRST  
14 TIME OF THE DAY, I DISCOVERED A 5-6 IN. CRACK IN  
15 WINDSHIELD. I HAD NOT OBSERVED ANY IMPACTS WHILE  
16 DRIVING THE DAY PRIOR. THE VEHICLE WAS ONLY 2 MONTHS  
17 OLD AT THE TIME. ALL OTHER AUTO GLASS ISSUES  
18 PREVIOUSLY WERE OBSERVED AND OBVIOUS. HAVING  
19 REVIEWED SIMILAR STORIES AND PICTURES ONLINE OF  
20 ISSUES WITH THE WINDSHIELD OF THIS MODEL AND YEAR  
21 THE VEHICLE, I AM CONCERNED THAT THE ISSUE IS MORE  
22 THAN COINCIDENCE. \*TR

- 23 • NHTSA Complaint: SUBARU OUTBACK 2015 WINDSHIELDS  
24 HAVE VERY LOW QUALITY AND CRACK WITH MINIMAL  
25 CONTACT. OUR WINDSHIELDS BROKE TWICE IN ONE MONTH  
26 AFTER REPLACING THE ORIGINAL ONE WITH ANOTHER FROM  
27 SUBARU. THE TWO TIMES DRIVEN ON THE HIGHWAY AND  
28 TWO TINY ROCK HIT THE WINDSHIELD AND CREATED A 12"  
LONG CRACK ACROSS THE WINDSHIELD. THE COST FOR THE  
WINDSHIELDS IS VERY EXPENSIVE AT AROUND \$700 TO  
PURCHASE A NEW WINDSHIELD AND TO HAVE IT INSTALLED.  
\*TR

- 21 • NHTSA Complaint: WINDSHIELD ON EYESIGHT EQUIPPED 2015  
22 OUTBACK DEVELOPED A LARGE CRACK STARTING IN THE  
23 WIPER HEATING AREA JUST UNDER THE PASSENGER SIDE  
24 WIPER. THE CRACK APPEARED SPONTANEOUS AS IT  
25 APPEARED WHILE THE CAR WAS PARKED AND WAS AT LEAST  
26 EIGHT INCHES LONG. BY THE NEXT MORNING WITH THE CAR  
27 REMAINING PARKED AND ONLY A FEW DEGREE  
28 TEMPERATURE CHANGE OVERNIGHT IT WAS AT LEAST 14  
INCHES LONG. THE ONLY MARK ON THE GLASS I CAN FIND  
ALONG THE CRACK IS A MINUSCULE DOT THAT IS  
ABSOLUTELY NO LARGER THAN A GRAIN OF SAND IN THE  
WIPER HEATING AREA. IT IS A BARELY VISIBLE AND IS NOT  
EVEN AS DEEP AS A GRAIN OF SAND. IT WOULD BE INVISIBLE

1 EXCEPT IN THE BRIGHTEST LIGHT AND IT SEEMS IMPOSSIBLE  
 2 THAT IT COULD OR SHOULD BE RELATED TO THE CRACK. I  
 3 HAVE DONE A QUICK SEARCH ONLINE AND AM FINDING AN  
 4 INORDINATE NUMBER OF COMPLAINTS OF SPONTANEOUS  
 5 CRACKING, OR CRACKING FROM ENTIRELY INSIGNIFICANT  
 6 CHIPS ON OUTBACK WINDSHIELDS. MY OLDER OUTBACK HAS  
 7 160,000 MILES AND NUMEROUS PITS AND MARKS ON THE  
 8 WINDSHIELD WITH NO CRACKING. DITTO WITH THE OLD  
 9 LEGACY WAGON I OWNED BEFORE THAT. I'VE NEVER HEARD  
 10 OF WINDSHIELDS CRACKING THE WAY THEY ARE ON THE  
 11 NEW EYESIGHT EQUIPPED VEHICLES. I BELIEVE THERE IS A  
 12 DEFECT IN MANUFACTURE THAT RESULTS IN THE  
 13 WINDSHIELDS BEING UNDER ENORMOUS PRESSURE. IT IS  
 ONLY A MATTER OF TIME BEFORE A SPONTANEOUS CRACK  
 SHOOTS THROUGH SOMEONE'S LINE OF SIGHT AS THEY ARE  
 DRIVING AND CAUSES AN ACCIDENT. SUBARU NEEDS TO BE  
 ORDERED TO RECALL THESE VEHICLES AND FIND A WAY A  
 TO PREVENT THIS. I FORESEE A CLASS ACTION SUIT  
 PARTICULARLY IN LIGHT OF THOSE WHO HAVE REPORTED  
 TWO OR THREE DESTROYED WINDSHIELDS IN THE FIRST  
 MONTHS OF VEHICLE USE. \*TR

- 14 • NHTSA Complaint: PURCHASED CAR NEW FROM DEALER. CAR  
 15 HAD BEEN SITTING IN DRIVEWAY FOR 4-5 DAYS. I WENT  
 16 OUTSIDE AND NOTICED A LONG HORIZONTAL CRACK IN THE  
 17 WINDSHIELD RUNNING FROM HALF WAY UP DRIVERS SIDE TO  
 18 THE MIDDLE OF THE GLASS. I DID NOT SEE OR HEAR  
 19 ANYTHING HIT THE WINDSHIELD AT ANY TIME WHILE I HAD  
 20 BEEN DRIVING, AND I CAN SEE NO CHIPS, PITS OR SCRATCHES  
 21 IN THE WINDSHIELD. THERE ARE NUMEROUS REPORTS OF  
 22 THESE "SPONTANEOUS" WINDSHIELD CRACKS FROM NEW  
 OUTBACK OWNERS ON THE SUBARU OWNERS WEBSITE, SO I  
 KNOW THIS IS NOT SOME RANDOM UNLUCKY EVENT. SOME  
 OWNERS HAVE REPORTED 2-3 WINDSHIELD REPLACEMENTS  
 CRACKING. SUBARU DEALERS REFUSE TO TAKE BLAME. THIS  
 IS A SAFETY ISSUE THAT NEEDS TO BE ADDRESSED BY  
 SUBARU!! \*TR.
- 23 • NHTSA Complaint: WAS STOPPED AT A RED LIGHT THIS  
 24 MORNING AND MY WINDSHIELD SPONTANEOUSLY  
 25 DEVELOPED AN 8 INCH CRACK. NO ROCK OR IMPACT. THIS IS  
 26 THE THIRD WINDSHIELD I WILL HAVE TO HAVE REPLACED ON  
 THIS CAR IN FOUR MONTHS. \*TR
- 27 • NHTSA Complaint: AFTER OWNING CAR ROUGHLY 1.5 MONTHS,  
 28 FRONT WINDSHIELD DEVELOPED A ROUGHLY 15 - 20 INCH  
 CRACK STARTING FROM TOP LEFT SIDE STARTING FROM THE



1 EDGE, WORKING DOWN AND ACROSS. CRACK APPEARS TO  
2 HAVE STARTED IN THE EDGE HEATING ELEMENT. POSSIBLE  
MINOR ROCK SCRAPE, BUT NO "PIT" OR "STAR." \*TR

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- 4 • NHTSA Complaint: WINDSHIELD DEVELOPED A CRACK WITH  
5 NO NOTICEABLE IMPACT FROM DEBRIS. FIRST INCIDENT  
6 DECEMBER 1, 2014, WINDSHIELD REPLACED WITH IDENTICAL  
7 MODEL BY CARLEX (MINUS THE SUBARU OEM STICKER). THE  
8 REPLACEMENT WINDSHIELD HAS EXHIBITED THE SAME  
9 SYMPTOMS (DEVELOPED A CRACK WITH NO NOTICEABLE  
10 IMPACT) ON JANUARY 15, 2015. THIS SEEMS LIKE A SAFETY  
11 ISSUE FOR STRUCTURAL AND VISIBILITY REASONS. BOTH  
12 CRACKS BEGAN IN THE WINDSHIELD WIPER HEATER AREA.  
13 \*TR
  - 14 • NHTSA Complaint: NOTICED AN 18 INCH CRACK IN MY 2015  
15 SUBARU OUTBACK WINDSHIELD STARTING AT THE TOP  
16 UNDER THE HEATING ELEMENT TWO MONTHS AGO. WAS NOT  
17 HIT BY A ROCK AND NO IMPACT SPOT FOUND. HAD THE  
18 WINDSHIELD REPLACED THREE WEEKS AGO. WHILE DRIVING  
19 YESTERDAY, HEARD A CRACKING SOUND AND NOTICED A 12  
20 INCH CRACK APPEAR IN THE LOWER LEFT (AGAIN, STARTING  
21 WHERE THE HEATING ELEMENT IS AND AGAIN, NO ROCK  
22 SOUND OR IMPACT SPOT). MY SISTER HAS THE EXACT SAME  
23 CAR WITH A CRACK IN THE \*EXACT\* SAME SPOT THAT  
24 DEVELOPED LAST WEEK OUT OF THE BLUE (I HAVE PHOTOS  
25 OF BOTH OF OUR CRACKS FOR COMPARISON). FROM DOING  
26 RESEARCH, IT SEEMS THIS IS A COMMON PROBLEM WITH  
27 SUBARU WINDSHIELDS (WWW.SUBARUOUTBACK.ORG HAS  
28 SEVERAL FORUM THREADS DETAILING SIMILAR REPORTS).  
\*TR
  - NHTSA Complaint: SHORTLY AFTER PURCHASING OUR  
VEHICLE, A PEBBLE HIT THE WINDSHIELD CAUSING A CHIP IN  
DRIVERS SIDE. CHIP WAS REPAIRED BY OUR DEALERSHIP,  
BUT WAS IN LINE OF VISION. WAS EXCEPTING THIS REPAIR,  
BUT THOUGHT THE WINDSHIELD MATERIAL WAS TOO SOFT  
OR BRITTLE FOR THIS SMALL REPAIR, NOW HAVE A BROKEN  
WINDSHIELD FROM CHIP ON LEFT SIDE, NEEDS REPLACING.
  - NHTSA Complaint: WHILE PARKED OVERNIGHT THE FRONT  
WINDSHIELD DEVELOPED A 18 INCH HORIZONTAL CRACK AT  
EYE LEVEL STARTED FROM THE DRIVERS SIDE. THE CRACK IS  
TRAVELING. AIR TEMP WAS IN THE 70'S, NO RAIN OR HAIL,  
HAPPENED SOMETIME BETWEEN DEC 24-26, 2015. ODOMETER  
WAS 9200. I SAW ON A CAR COMPLAINTS WEBSITE MANY  
OTHER 2015 OUTBACKS WITH THE SAME ISSUE.

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- NHTSA Complaint: I HAVE HAD THIS CAR FOR 1 YEAR AND HAVE HAD 3 WINDSHIELDS CRACK. I HAVE NEVER HAD A CAR THAT HAD THIS MANY INCIDENTS WITH CRACKED WINDSHIELDS
- NHTSA Complaint: THE WINDSHIELD CRACKED EARLIER THIS YEAR AND HAD TO BE REPLACED. THE CRACK EXTENDED FROM THE UPPER RIGHT TO THE DRIVERS SIDE. LAST WEEK A ROCK HIT MY WINDSHIELD AND WITHIN MINUTES A 2 FOOT CRACK APPEARED (EXTENDS FROM UPPER RIGHT TO THE MIDDLE). THE CRACK IS CONTINUING TO GROW. I'M CONCERNED THERE IS A SAFETY ISSUE WITH THE WINDSHIELD.
- NHTSA Complaint: NOTICED A SMALL WINDSHIELD CRACK AND WAS TOLD IT COULDN'T BE REPAIRED. IT STAYED SMALL FOR A MONTH OR SO THEN SPREAD RAPIDLY WHEN WEATHER HEATED UP. I'VE HAD DINGS BEFORE IN PRIOR CARS' WINDSHIELDS, BUT NEVER A CRACK.
- NHTSA Complaint: THE WINDSHIELD CRACKED IN THE BOTTOM CORNER OF THE PASSENGER SIDE, MERELY AS A RESULT OF THE WINDSHIELD WIPER RETRACTING ONTO IT WHILE BEING WASHED. (I HAVE NEVER IN MY 30+ YEARS OF DRIVING CARS HAD A WINDSHIELD CRACK FROM THE IMPACT OF A WINDSHIELD WIPER RETRACTING ONTO IT!!!) THE CRACK HAS SINCE SPREAD ALMOST TO THE DRIVER SIDE. BASED ON MY OWN RESEARCH AND INVESTIGATION, I BELIEVE THE BUILT IN WINDSHIELD DE-ICER UNIT COMPROMISES THE INTEGRITY OF THE WINDSHIELD GLASS. IN THE EVENT AN ACCIDENT WERE TO OCCUR, THE WINDSHIELD COULD VERY WELL SHATTER AND CAUSE BODILY INJURY. A SUBARU OF AMERICA REPRESENTATIVE CONFIRMED VIA EMAIL THAT "IN THE PAST FEW MONTHS WE HAVE SEEN A HIGHER DEMAND FOR WINDSHIELD REPLACEMENT THAN WE USUALLY SEE. OUR PARTS DEPARTMENT IS WORKING HARD WITH RETAILERS AND SUPPLIERS AVAILABILITY....WE HAVE ALSO UPDATED OUR PRODUCTION PROCESS TO IMPROVE THE DURABILITY OF OUR WINDSHIELDS." CLEARLY, THE SUBARU OUTBACK 2015 WINDSHIELDS HAVE A DEFECT, AND THERE SHOULD BE A RECALL FOR THEM TO BE REPLACED AT NO COST TO THE OWNER BEFORE SOMEONE GETS HURT. I HAVE AN APPOINTMENT WITH THE LOCAL DEALERSHIP TO HAVE THE WINDSHIELD REPLACED NEXT WEEK. ONLY TIME WILL WILL TELL HOW LONG THIS WILL TAKE AND HOW MUCH IT IS



1 GOING TO COST. IN FAIRNESS, THE SUBARU OF AMERICA REP  
2 HAS ASKED ME TO SEND A COPY OF THE REPLACEMENT  
3 RECEIPT TO SEE IF THEY CAN HELP WITH THE COST.  
4 CONSIDERING SUBARU'S REPUTATION, MY HOPE IS THEY  
5 WILL ULTIMATELY REIMBURSE ME IN FULL.

- 6 • NHTSA Complaint: THE WINDSHIELD CRACKED  
7 HORIZONTALLY ON THE DRIVER'S SIDE. NOTHING HIT THE  
8 WINDSHIELD TO CAUSE THE CRACK. IT WAS FINE WHEN I GOT  
9 HOME FROM WORK AND PARKED THE VEHICLE IN THE  
10 GARAGE; THE FOLLOWING MORNING THE CRACK WAS THERE.
- 11 • NHTSA Complaint: TRAVELING FROM KANSAS CITY MO TO  
12 PHOENIX WINDSHIELD DEVELOPED CRACK WHILE DRIVING.  
13 WE WERE TRAVELING IN A LIGHT RAIN AND THERE WAS  
14 SOME VERY SMALL PEA GRAVEL BEING THROWN UP BY  
15 PASSING CARS ON THE OPPOSITE SIDE OF CAR. THE CRACK  
16 CENTERED OVER THE PASSENGER WIPER ABOUT 4 INCHES  
17 UPWARD. THERE WAS NO STAR FORMATION. I TOOK IT TO  
18 THE SUBARU DEALERSHIP IN CHANDLER AZ. I WAS TOLD BY  
19 THE GENERAL MANAGER THAT THERE WAS A BACK ORDER  
20 ON THE GLASS BUT TO WAIT UNTIL I RETURNED TO KANSAS  
21 CITY FOR REPAIR. DURING OUR DRIVE HOME I CALLED OUR  
22 INSURANCE, SUBARU (WHERE PURCHASED) AND GLASS  
23 COMPANY. I FOUND THAT GLASS ON MY OUTBACK WAS AT  
24 LEAST 6 WEEKS OUT. AFTER 6 WEEKS I WAS AGAIN TOLD THE  
25 GLASS REMAINS ON BACKORDER. IT WAS FINALLY REPLACED  
26 BY SAFELITE ON AUGUST 25TH. PLEASE LOOK INTO THIS. IS  
27 THERE SOME KIND OF DEFECT IN THE WINDSHIELD,  
28 INSTALLATION, OR FIT? THANKS
- NHTSA Complaint: I WAS AT WORK TODAY AND WHEN I LEFT I  
SAT IN THE OUTBACK FOR ABOUT 10 MIN WITH THE AIR  
CONDITIONING ON AND MADE PHONE CALLS. WHEN I GOT  
READY TO TAKE OFF I HEARD A CRACK. I LOOKED AROUND  
AND DIDN'T SEE ANYTHING. ABOUT 30 MINUTES AGO, MY  
HUSBAND AND I WENT TO PICK UP THE GRANDKIDS AND MY  
HUSBAND SAID, "HOW DID THE WINDSHIELD GET CRACKED?  
HE WAS RIGHT IT WAS CRACKED RIGHT AT THE REARVIEW  
MIRROR. I CALL THE SERVICE DEPARTMENT OF THE SALES  
COMPANY AND THEY SAID I WILL HAVE TO COME WHEN A  
SUBARU REP IS IN THE STORE AND HE WILL TELL WHETHER IT  
WAS DEFECTIVE MATERIAL. IT HAS TO BE A DEFECT, I WAS  
SITTING STILL AND IT JUST CRACKED. IT WAS NOT HIT BY  
ANYTHING, AND THERE ARE NO INDENTS WHERE IT WAS HIT.

- 1 • NHTSA Complaint: I HEARD A POP ON THE HIGHWAY,  
2 ALTHOUGH NOTHING HIT MY VEHICLE. SEVERAL SMALL  
3 CRACKS APPEARED-ONE QUICKLY GOT LARGER. I HAD  
4 CALLED SUBARU A FEW MONTHS BEFORE ABOUT THE POP AS  
5 MY MECHANIC SAID THE WINDSHIELD SHOULD BE  
6 REPLACED-THERE WAS NO REACTION TO THIS COMPLAINT. I  
7 HAVE HAD ISSUES WITH WIND NOISE WITH THIS VEHICLE,  
8 AND HAD THE SMALL WINDOW REPLACED AS WELL. THERE IS  
9 A GENERAL ISSUE WITH THE WINDOW SIZING AND  
10 PLACEMENT OF THE WINDOWS IN THIS MODEL, AND SUBARU  
11 NEEDS TO ISSUE A RECALL BEFORE A SERIOUS ACCIDENT  
12 OCCURS.
- 13 • NHTSA Complaint: THE WINDSHIELD HAS DEVELOPED A  
14 SMALL CRACK ON THE PASSENGER SIDE BEHIND THE  
15 WINDSHIELD WIPER. I TOOK IT TO THE DEALER AND THEY  
16 CLAIM THERE IS AN IMPACT POINT AT THE ORIGIN OF THE  
17 CRACK, YET THERE IS NO EVIDENCE OF ANY DAMAGE  
18 WHATSOEVER TO THE WIPER ASSEMBLY. I WASHED THE CAR  
19 ON TUESDAY 8/11/15 AND THERE WAS NO CRACK THEN. THE  
20 CRACK WAS FIRST NOTICED BY A PASSENGER ON 8/12/15. THE  
21 CRACK SEEMS TO BE GETTING LARGER. THE SUBARU DEALER  
22 WILL NOT COVER THE REPLACEMENT UNDER THE  
23 WARRANTY, BUT I KNOW NOTHING HIT MY WINDSHIELD. THE  
24 CAR IS ALWAYS KEPT IN MY GARAGE WHEN NOT IN USE.
- 25 • NHTSA Complaint: NEW WINDSHIELD SUFFERED A MINOR  
26 ROCK IMPACT ON THE FREEWAY. THE CRACK PROPAGATED  
27 QUICKLY. THE WINDSHIELD REQUIRES REPLACEMENT, BUT  
28 THE SUBARU DEALERS SAY THERE IS A 3 MONTH BACKLOG!
- NHTSA Complaint: 7/28/15 - I CAME OUT TO MY 2015 SUBARU  
OUTBACK AT THE END OF THE WORK DAY AND FOUND A "V"  
SHAPED CRACK IN MY WINDSHIELD, APPROX 9-11 INCHES IN  
EACH DIRECTION, ORIGINATING BELOW THE WINDSHIELD  
WIPER IN THE MIDDLE OF THE WINDSHIELD. MY FIRST  
THOUGHT WAS DEFECT IN THE GLASS SINCE THE  
TEMPERATURE THAT DAY WAS APPROX. 93 DEG. 7/29/15 - I  
WENT TO THE NEARBY DEALERSHIP AND UPON INSPECTION  
BY THE SERVICE DEPT. WAS TOLD "A ROCK HIT THE  
WINDSHIELD" WHICH CAUSED THE WINDSHIELD TO CRACK.  
MY RESPONSE, "HOW COULD A ROCK HIT UNDER THE  
WINDSHIELD WIPER WHERE THERE IS NO EVIDENCE OF A  
ROCK HITTING IT?" THE COST TO REPLACE THE WINDSHIELD  
IS OVER \$700.00, NOT COVERED BY SUBARU WARRANTY AND  
THE WINDSHIELDS ARE BACKLOGGED BY 4-6 WEEKS SINCE  
THERE NONE IN STOCK. I RETURNED HOME DISCOURAGED

1 AND IMMEDIATELY PULLED UP NUMEROUS COMPLAINTS  
2 ABOUT THE 2015 WINDSHIELDS CRACKING. 7/30/15 - I WENT TO  
3 THE DEALER WHERE I PURCHASED MY CAR, ARMED WITH 19  
4 PAGES OF WINDSHIELD COMPLAINTS. THE SERVICE DEPT REP  
5 INSPECTED THE WINDSHIELD AND ALSO SAID "A ROCK HIT  
6 THE WINDSHIELD" BUT SAID THIS IS COMMON OCCURRENCE,  
7 WINDSHIELDS WERE IN SCARCE SUPPLY AND NOT COVERED  
8 BY SUBARU WARRANTY. HOWEVER, HE WAS ABLE TO  
9 LOCATE THE LAST WINDSHIELD THEY HAD IN STOCK AND  
10 RESERVED IT SO I NOW HAVE A REPAIR DATE IN A WEEK. I AM  
11 STILL GOING TO HAVE TO PAY THE \$700.00 WHETHER IT IS  
12 COVERED BY MY INSURANCE COMPANY AS COMPREHENSIVE  
13 OR CASH OUT OF POCKET. I QUESTIONED THE SERVICE REP  
14 ABOUT THIS OBVIOUS DEFECT, THICKNESS OF THE GLASS  
15 AND THE HEATING ELEMENT UNDER THE PASSENGER SIDE  
16 WIPER AND OTHER VEHICLES HIT BY SMALL PEBBLES WHERE  
17 "PITTING" WOULD OCCUR BUT NOT CRACKING WHEN HIT. AS  
18 A GOOD SERVICE REP, HIS ANSWERS WERE EVASIVE BUT  
19 EMPATHETIC, WHICH LED ME TO BELIEVE THIS ISSUE IS  
20 BEING IGNORED BY SUBARU. I WAS ASSURED, THOUGH, IF IN  
21 THE FUTURE, SUBARU WERE TO HAVE A RECALL ON THE  
22 WINDSHIELD, I WOULD BE REIMBURSED.

- 23 • NHTSA Complaint: CRACK IN THE WINDSHIELD APPEARED  
24 OVER THE WEEKEND. STARTED IN THE LOWER CORNER ON  
25 THE PASSENGER'S SIDE AND SPREAD ABOUT 2/3 OF THE WAY  
26 TO DRIVER'S SIDE.
- 27 • NHTSA Complaint: NOTICED A SMALL CRACK IN THE  
28 WINDSHIELD THE MORNING OF 7/23/15, I DO NOT RECALL  
ANYTHING HITTING MY WINDSHIELD, BY LUNCH TIME THE  
CRACK HAD SPREAD HALF WAY ACROSS THE WINDSHIELD.  
NOW TO REPLACE THE WINDSHIELD I'M TOLD IT IS ON  
NATIONAL BACK ORDER AND MAY TAKE QUITE A WHILE TO  
GET A REPLACEMENT. SOUNDS TO ME LIKE SUBARU  
INSTALLED CHEEP OR DEFECTIVE GLASS WINDSHIELDS.
- NHTSA Complaint: I WAS DRIVING ON THE HIGHWAY AND  
HEARD A RANDOM CRACKING SOUND. I THEN HEARD IT  
AGAIN COUPLE MINUTES LATER. DROVE HOME AND DIDN'T  
SEE ANYTHING FOR SEVERAL DAYS. THIS MORNING WHILE  
DRIVING HOME FROM THE GYM ON A REGULAR ROAD I  
HEARD THE SAME CRACKING SOUND AND THEN SAW A HUGE  
CRACK IN MY WINDSHIELD QUICKLY SPREADING. THE CRACK  
IS QUICKLY SPREADING AND IT LOOKS LIKE I WILL HAVE TO  
NOW REPLACE THE WINDSHIELD

- 1 • NHTSA Complaint: VEHICLE WAS PARKED OUTSIDE  
2 OVERNIGHT. IN THE MORNING A 12" S SHAPED CRACK HAD  
3 APPEARED IN THE PASSENGER SIDE OF THE WINDSHIELD.  
4 THERE WAS NO DETECTABLE PRIOR DAMAGE AND NO  
5 KNOWN IMPACT TO CAUSE THE CRACK. THE CRACK HAS  
6 CONTINUED TO GROW AND BRANCH. DEALER STATES THE  
7 WINDSHIELD FAILS THE "PEN TEST," I.E. THERE IS A TINY NICK  
8 AT ONE POINT OF THE CRACK WHICH, THEY SAY, PROVES THE  
9 CRACK IS DUE TO IMPACT DAMAGE. I BELIEVE THE CHIP  
10 APPEARED AFTER THE CRACK FORMED, BUT CANNOT PROVE  
11 THIS (NOR CAN THE DEALER PROVE THE OPPOSITE). ONLINE  
12 RESEARCH SUGGESTS THERE IS A DESIGN DEFECT IN 2015  
13 SUBARU OUTBACK WINDSHIELDS, WHICH FAIL AT  
14 REMARKABLE RATE.
- 15 • NHTSA Complaint: WAS DRIVING AND A SMALL ROCK HIT THE  
16 WINDSHIELD. I DIDN'T THINK ANY THING OF IT AT THE TIME. I  
17 PARKED CAR IN THE DRIVEWAY. WHEN I CAME OUT A  
18 COUPLE OF HOURS LATER THERE WAS A HUGE CRACK.
- 19 • NHTSA Complaint: WINDSHIELD HAS FAILED TWICE WITH NO  
20 IMPACTS. LATEST CRACK STARTED AFTER I CLOSED THE  
21 DRIVER DOOR...HEARD A POP, THEN WATCHED A CRACK RUN  
22 FROM THE UPPER RIGHT ACROSS THE DRIVER'S LINE OF SIGHT  
23 OVER THE COURSE OF A FEW SECONDS. THERE WAS NO  
24 IMPACT TO THE GLASS, WHICH HAD BEEN REPLACED LESS  
25 THAN 10 DAYS EARLIER, WHICH ALSO FAILED  
26 MYSTERIOUSLY.
- 27 • NHTSA Complaint: ON 4/19/2015 WAS DRIVING AT 40 MILES PER  
28 HOUR IN A HEAVY RAIN STORM (I-75) IN GEORGIA A CRACK  
DEVELOPED IN THE WINDSHIELD. WE COULD NOT IDENTIFY A  
SOURCE OF IMPACT TO THE WINDSHIELD. THE CRACK  
STARTED AT THE VERY BOTTOM CENTER OF THE  
WINDSHIELD. THE CRACK THEN SPLIT INTO A "Y" SHAPE AND  
CONTINUED OVER THE NEXT SEVERAL DAYS. WE TRIED TO  
GET A NEW WINDSHIELD IN SARASOTA, FL OUR FIRST  
DESTINATION. LOCAL AUTO GLASS COMPANY  
RECOMMENDED BY SARASOTA SUBARU DEALER ATTEMPTED  
TO ORDER ONE TO REPLACE DURING OUR WEEK IN TOWN.  
THEN CALLED TO ADVISE US IT WOULD BE AT LEAST  
ANOTHER WEEK. WE WERE INFORMED THERE WAS A  
NATIONWIDE BACK LOG OF OVER 600 WINDSHIELDS FOR THE  
2015 SUBARU OUTBACK. ON 4/27/2015 CONTACTED THE  
SUBARU DEALER IN SILVER SPRING, MD. FOR POSSIBLE  
REPLACEMENT DURING OUR SECOND STOP OF TRIP. WE WERE  
AGAIN ADVISED OF A BACK LOG ON THAT WINDSHIELD. THEY

1 SUGGESTED TO CONTACT THE DEALER NEAR MY HOME. ON  
2 4/27/15 CONTACTED INTERNATIONAL SUBARU OF TINLEY  
3 PARK, IL AND ALL STAR GLASS AS RECOMMENDED BY  
4 DEALER. WINDSHIELD ORDERED 4/27/2015 AND WAS ADVISED  
5 AGAIN OF A NATIONWIDE BACK ORDER OF 2015 SUBARU  
6 OUTBACK WINDSHIELDS BY GLASS COMPANY AND MY  
7 DEALER. AS OF 5/14/15, NO WINDSHIELD AVAILABLE, CHECK  
8 BACK IN ANOTHER WEEK. SUBARU DEALER AT HOME THINKS  
9 IT WAS CAUSED BY A SMALL STONE. INDEPENDENT  
10 MECHANICS THINK THERE IS A PRESSURE POINT ON THE  
11 VEHICLE THAT AFFECTED THE WINDSHIELD. IF THERE IS NOT  
12 A CONTRIBUTING VEHICLE PROBLEM WITH THE WINDSHIELD  
13 THEN WHY THE VERY LONG BACK LOG FOR A NEW VEHICLE  
14 WINDSHIELD? REALLY THAT MANY 2015 SUBARU OUTBACKS  
15 WITH WINDSHIELD PROBLEMS? AND, 3 DIFFERENT DEALERS  
16 IN 3 DIFFERENT PARTS OF THE COUNTRY ARE HAVING  
17 DIFFICULTY GETTING THE PART. WHEN THE WINDSHIELD IS  
18 FINALLY REPLACED, WILL HAVE THAT AREA CAREFULLY  
19 INSPECTED FOR POSSIBLE CONTRIBUTING FACTORS.

- 20 • NHTSA Complaint: WINDSHIELD CRACKED WHILE DRIVING ON  
21 I-684. THERE WAS NO OBJECT THAT HIT THE GLASS OR SOUND  
22 OF ANYTHING HITTING. JUST A CRACK ORIGINATING FROM  
23 THE DEICER AREA OF THE WINDSHIELD TOWARDS THE  
24 DRIVER'S SIDE AND UP AND TO THE RIGHT THAT APPEARED  
25 SUDDENLY. THERE WAS NO ADVERSE WEATHER AND THE  
26 CAR WAS OPERATING AS NORMAL. THE DEFROSTER WAS ON  
27 AT THE TIME.
- 28 • NHTSA Complaint: WINDSHIELD CRACK APPEARED SUDDENLY  
ORIGINATING NEAR THE HEATING ELEMENT AT THE BOTTOM  
.DO NOT SEE ANY VISIBLE ROCK HIT MARKS . DEALERSHIP  
DOES NOT ACKNOWLEDGE ANY MANUFACTURING DEFECTS  
AND I HAVE TO GET IT REPAIRED USING MY INSURANCE .
- NHTSA Complaint: WINDSHIELD CRACK ON A 2016 SUBARU  
OUTBACK LIMITED WITH EYESIGHT, PURCHASED NEW IN  
APRIL 2016 AND CURRENTLY HAS 2,200 MILES ON IT. WENT TO  
RUN A QUICK ERRAND, DID NOT NOTICE ANYTHING  
UNUSUAL. ON THE WAY HOME WHILE DRIVING IN A  
RAINSTORM, I NOTICED A 6" CRACK ON THE DRIVER'S SIDE  
WINDSHIELD. THE CRACK RUNS FROM THE EDGE OF THE  
DRIVER'S SIDE, ABOUT 1/3 UP FROM THE BOTTOM AND ABOUT  
4" IN TOWARD THE CENTER. THE CRACK HAS GROWN TO  
ABOUT 18 INCHES OVERNIGHT. THERE IS EVIDENCE OF A  
SMALL CHIP IN THE GLASS, BUT NOTHING I WOULD EXPECT  
TO CAUSE A CRACK AND I DON'T RECALL ANYTHING



1 IMPACTING THE WINDSHIELD. THIS CRACK ONLY AFFECTS  
2 THE OUTER GLASS AND DOES NOT PROPAGATE THROUGH THE  
3 LAMINATION INTO THE INNER GLASS. THERE IS EVIDENCE OF  
4 DELAMINATION OF THE GLASS IN THE AREA ADJACENT TO  
5 THE CRACK. THIS IS A WIDE CRACK. I MEASURED 0.009"  
6 IMMEDIATELY ADJACENT TO THE CHIP DAMAGE ALL THE  
7 WAY TO THE EDGE OF THE GLASS WITH A STARRETT MODEL  
8 66 THICKNESS GAGE. IT SEEMS THE OUTER GLASS MAY BE  
9 SUBJECT TO TENSION IN THE "AS INSTALLED" CONDITION AS  
10 EVIDENCED BY THE OPENING OF THIS CRACK. THIS MAY  
11 CONTRIBUTE TO THE APPARENT DAMAGE INTOLERANCE OF  
12 THE WINDSHIELD. PICTURES OF THE DAMAGE AND  
13 MEASUREMENT ARE ATTACHED.

- 14 • NHTSA Complaint: SECOND WINDSHIELD CRACK IN 10 DAYS.  
15 WHILE DRIVING ON INTERSTATE IN THE RAIN, I TURNED ON  
16 THE FRONT DE-FOGGER. APPROX 20 SECONDS LATER THE  
17 WINDSHIELD CRACKED FROM THE CENTER BOTTOM UP AND  
18 TOWARD THE DRIVERS SIDE. CRACK CURRENTLY EXTENDS  
19 UP ABOUT 8 INCHES. AS BEFORE, THERE WAS NO STRIKE  
20 THAT CAUSED THIS AND PAVEMENT WAS CLEAN AND  
21 SMOOTH. THIS WAS A NEW SUBARU BRANDED WINDSHIELD  
22 THAT WAS INSTALLED LITERALLY 4 DAYS AGO. GOING BACK  
23 IN TO THE SERVICE DEPT FOR REPAIR AS SOON AS POSSIBLE.
- 24 • NHTSA Complaint: VEHICLE PURCHASED NEW 2/25/2016. 1990  
25 MILEAGE. CRACKS DEVELOPED WHILE DRIVING AT 70MPH.  
26 NO SOUNDS OF STONES HITTING GLASS AT ANY TIME DURING  
27 DRIVE. STOPPED TO WASH WINDSHIELD AT GAS STOP. DID  
28 NOT NOTICE CRACKS UNTIL LATER IN DRIVE. AC WAS  
TURNED ON & OFF DURING DRIVE, IF THAT MADE A  
DIFFERENCE. DRIVEN 500 MILES IN MODESTLY WARM SUNNY  
WEATHER IN 8 HRS THAT DAY, 4/24/2016. CRACK PROGRESSED  
TO DRIVERS LINE OF SITE WITHIN ONE HOURS TIME. WAS  
INFORMED BY SUBARU DEALER NOT COVERED BY  
WARRANTY. REPAIR IS MY EXPENSE.
- NHTSA Complaint: WINDSHIELD CRACKED WHILE SITTING IN A  
PARKING AREA. THERE WAS A SMALL CHIP IN THE DEICER  
AREA WHERE THE CRACK BEGAN. HOWEVER, IT APPEARS THE  
STRIKE WAS MINOR AND WOULD HAVE BEEN EASILY  
REPAIRED BEFORE SPREADING. ALREADY HAD ONE CHIP  
REPAIRED FOR ANOTHER MINOR STRIKE. WINDSHIELD  
APPEARS TO BE EXCESSIVELY FRAGILE WHICH COULD  
RESULT IN A MAJOR SAFETY PROBLEM. DEALER IS WILLING  
TO REPAIR, BUT I AM CONCERNED ABOUT THE QUALITY OF  
GLASS BEING USED IN THE SUBARU.



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- NHTSA Complaint: WINDSHIELD CRACKED WITHIN FIRST 150 MILES/48 HOURS OF OWNERSHIP OF THE NEW CAR. A VERY SMALL PIECE OF GRAVEL HIT THE WINDSHIELD NEAR THE PASSENGER SIDE WIPER BLADE. IT BARELY MADE ANY NOISE. ON ANY OTHER CAR I'VE OWNED, IT LIKELY WOULD NOT HAVE DAMAGED THE WINDSHIELD AT ALL. IT LEFT A STAR ON THE OUTBACK, WHICH TURNED INTO A FOOT LONG CRACK WITHIN 30 SECONDS. SITTING OVERNIGHT THE CRACK DOUBLED IN SIZE. A WINDSHIELD WHICH FAILS UNDER TYPICAL DAY-TO-DAY CONDITIONS IS NOT ACCEPTABLE.
  - NHTSA Complaint: I BOUGHT A 2016 SUBARU OUTBACK ON MARCH 5TH, 2016. AFTER TWO WEEKS I TOOK A TRIP DOWN TO ATLANTA AND BACK TO KNOXVILLE, TN. I WAS DRIVING ON I-75 AND GOING 70MPH. I HEARD NO SOUND NOR DID I SEE A ROCK OR DEBRIS HIT MY WINDSHIELD, BUT ALL OF A SUDDEN I SAW A CRACK APPEAR. WITHIN AN HOUR OF HOME THIS CRACK GREW FROM ABOUT 3 INCHES TO 5 INCHES. I CALLED SUBARU OF AMERICA AND ALL THEY TOLD ME WAS 'CRACKS HAPPEN.'
  - NHTSA Complaint: WHEN DRIVING ABOUT 60MPH ON A SMOOTH FLAT HIGHWAY, A SMALL CLICK WAS HEARD. DIDN'T THINK ANYTHING OF IT AT FIRST. AFTER ABOUT 10 MORE MINUTES OF DRIVING I HEARD A LOUD POP. A 8 INCH VERTICAL CRACK STARTED ON THE WINDSHIELD. IT STARTED LOW, BY THE WIPERS, AROUND THE MID-LINE OF THE WINDSHIELD. THE CRACK HAS CONTINUALLY GROWN AND IS NOW RUNNING HORIZONTALLY ACROSS THE DRIVER-SIDE.
  - NHTSA Complaint: WHILE THE CAR WAS GARAGED WITH THE GARAGE DOOR CLOSED, IT DEVELOPED AT ROUGHLY 12" CRACK RUNNING FROM THE RIGHT (PASSENGER SIDE) PILLAR. THERE IS NO ROCK STRIKE OR OTHER IMPACT, NOR HAD THERE BEEN ONE PRIOR TO IT BEING GARAGED. IT DEVELOPED OVERNIGHT.
  - NHTSA Complaint: DURING A RECENT TRIP TO FLORIDA, THE FRONT WINDSHIELD ON MY NEW 2016 SUBARU OUTBACK DEVELOPED OVER HALF A DOZEN SMALL PITS IN THE EXTERIOR GLASS SURFACE FROM CONTACT WITH VERY TINY PEBBLES. THE TINY PEBBLE STRIKES SHOULD NOT HAVE CAUSED SUCH PITS BASED ON MY EXTENSIVE DRIVING EXPERIENCE. I BELIEVE THERE TO BE A DEFECT IN THE GLASS ITSELF, MAKING IT UNUSUALLY BRITTLE. THE PEBBLE STRIKES OCCURRED WHILE DRIVING AT LOW SPEEDS ON

1 HIGHWAY OFF RAMPS. THE TEMPERATURE OUTSIDE DURING  
2 THE PEBBLE STRIKES, WHICH TOOK PLACE OVER SEVERAL  
3 DAYS OF DRIVING, RANGED FROM 60 TO 85 DEGREES F. THE  
4 DEALER EXAMINED THE WINDSHIELD AND SAID THERE WAS  
5 NOTHING INFERIOR ABOUT IT.

- 6 • NHTSA Complaint: I WAS DRIVING ON THE HIGHWAY AND  
7 HEARD THE WINDOW CRACK (POSSIBLY A SMALL PEBBLE,  
8 BUT NOT A ROCK SOUND) AND SAW A CRACK ON THE  
9 DRIVERS SIDE WINDOW THAT EXTENDED TO NEAR THE LANE  
10 DEPARTURE SYSTEM. I DISABLE THE LANE DEPARTURE  
11 SYSTEM OUT OF CAUTION. WHEN I STOPPED I FOUND A TINY  
12 PIT LIKELY FROM A SMALL ROCK/PEBBLE NEAR THE EDGE OF  
13 THE WINDSHIELD. IT SEEMS LIKE IT FORMED A CRACK VERY  
14 EASILY WITH NO NOTICEABLE IMPACT..

- 15 • NHTSA Complaint: I JUST PURCHASED A 2016 OB 2.5I PREMIUM.  
16 I HAVE HAD THE CAR FOR A WEEK AND A HALF. ON FRIDAY I  
17 DECIDED TO WASH MY CAR FOR THE FIRST TIME. I STARTED  
18 ON THE DRIVERS SIDE, RAISED THE DRIVERS SIDE WIPER,  
19 WENT AROUND THE FRONT OF THE CAR AND RAISED THE  
20 PASSENGER SIDE WIPER. I THEN WASHED AROUND THE CAR.  
21 WHEN I WENT TO PUT THE DRIVERS SIDE WIPER DOWN IT HIT  
22 THE PASSENGER SIDE WIPER AND SLAPPED IT DOWN ONTO  
23 THE WINDSHIELD. AN HOUR LATER I NOTICED A CRACK  
24 COMING FROM THE PASSENGER SIDE. I DID THE "PEN TEST"  
25 AND FOUND A SMALL DEPRESSION UNDER THE WIPER. NO  
26 ROCK HIT MY WINDSHIELD, IT WOULD HAVE HAD TO PASS  
27 THROUGH THE WIPER. THATS IMPOSSIBLE. BECAUSE I WAS  
28 JUST FREAKING AMAZED THAT IT COULD OF HAPPENED I  
RAISED THE PASSENGER WIPER AND LET IT COME DOWN ON  
THE WINDSHIELD TO SEE WHAT WOULD HAPPEN. IT PUT A  
SECOND CRACK IN THE WINDSHIELD, NOT ONE EMANATING  
FROM THE FIRST BUT A WHOLE NEW CRACK. IM TAKING IT TO  
MY DEALER TOMORROW.

- NHTSA Complaint: TL\* THE CONTACT OWNS A 2016 SUBARU  
OUTBACK. THE CONTACT NOTICED TWO LARGE CRACKS IN  
THE WINDSHIELD. THE VEHICLE WAS DIAGNOSED AND  
REPAIRED. THE MANUFACTURER WAS NOTIFIED AND WOULD  
NOT COVER THE FAILURE. THE APPROXIMATE FAILURE  
MILEAGE WAS 6,000.

- NHTSA Complaint: TL\* THE CONTACT OWNS A 2016 SUBARU  
OUTBACK. THE CONTACT STATED THAT THE WINDSHIELD  
PREMATURELY FAILED AND CRACKED WITHOUT IMPACT.  
THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND

1 HAD A DEALER SCHEDULE AN APPOINTMENT TO  
 2 INVESTIGATE HOW THE WINDSHIELD GLASS PREMATURELY  
 3 CRACKED. THE APPROXIMATE FAILURE MILEAGE WAS 1,600.

- 4 • NHTSA Complaint: HAVE 2016 OUTBACK BUILT ON JUNE  
 5 15,2016. WINDSHIELD CRACKED AT 750 KM. MARK. TRAVELING  
 6 ON PAVED ROAD AND NO KNOW STONES HIT WINDSHIELD.  
 7 PAID FOR THROUGH INSURANCE COMPANY WITH A \$300.00  
 8 DEDUCTIBLE. NOW READ OF ALL THE OTHER WINDSHIELD  
 9 PROBLEMS. CRACK STARTED IN BLACK AREA JUST ABOVE  
 10 PASSENGER SIDE WIPER.
- 11 • NHTSA Complaint: CRACK IN WINDSHIELD HAD CRACKS  
 12 APPEAR IN WINDSHIELD ON 2 SEPARATE DAYS IN JAN. 2016 .  
 13 HAD THE WINDSHIELD REPLACED IN MID JAN BY SUBARU  
 14 DEALER. ON FEB 25 WHILE DRIVING ON I-95 IN GA. ANOTHER  
 15 CRACK APPEARED IN NEW WINDSHIELD WITH NO APPARENT  
 16 CAUSE . WE WERE DRIVING ABOUT 70 MPH AT ABOUT 70 MPH
- 17 • NHTSA Complaint: 2016 SUBARU OUTBACK WHILE DRIVING  
 18 CAR ON I-95 , NOTICED 4-4 IN. CRACK IN LOWER DRIVER SIDE  
 19 WINDSHIELD ,AFTER INVESTIGATING NOTICED SMALL PIT  
 20 SIZE OF PENCIL POINT WHERE THE CRACK STARTED. CRACK  
 21 KEPT GROWING. NEXT DAY CONTINUED MY TRIP ON I-95 ,  
 22 ABOUT 3 HRS LATER ANOTHER CRACK APPEARED IN THE  
 23 UPPER CENTER OF THE WINDSHIELD , AFTER INVESTIGATING  
 24 NOTICED SMALL PIT THE SIZE OF PENCIL POINT WHERE THE  
 25 CRACK STARTED. SAME AS FIRST CRACK I DID NOT NOTICE  
 26 ANY DEBRIS HITTING THE WINDSHIELD . I RESEARCHED ON  
 27 THE INTERNET AND FOUND NUMEROUS SIMILAR INCIDENTS  
 28 WITH SUBARU OUTBACKS. I BELIEVE THIS IS A MAJOR  
 SAFETY ISSUE WITH THE GLASS IN THE WINDSHIELD

#### 20 2015-2016 Subaru Legacy

- 21 • NHTSA Complaint: I WAS DRIVING ON THE INTERSTATE AT 65  
 22 MPH WHEN THE CAR AHEAD OF ME MUST HAVE KICKED UP A  
 23 SMALL PEBBLE THAT HIT THE WINDSHIELD. THE PEBBLE PUT  
 24 A SMALL CHIP IN THE PASSANGER SIDE WINDSHIELD &  
 25 WITHIN 1/2 AN HOUR THERE WAS A CRACK ABOUT 6" LONG  
 26 RUNNING TOWARDS THE CENTER OF THE WINDSHIELD. WHEN  
 27 I WENT AROUND A CLOVER LEAF EXIT TO GET OFF THE  
 28 INTERSTATE THE WINDSHIELD CRACKED ANOTHER 6"  
 TOWARDS THE CENTER OF THE WINDSHIELD. THE PEBBLE  
 WAS VERY SMALL & SHOULD HAVE MADE NO MORE THAN A  
 SMALL CHIP IN THE WINDSHIELD. I HOPE THE CRACK WILL  
 NOT CONTINUE TO GROW; THE WINDSHIELD MUST HAVE

1 SOME KIND OF MANUFACTURING FLAW IN IT. I HOPE IT IS  
2 STILL SAFE TO DRIVE THE VEHICLE AS I DO NOT HAVE THE  
\$500.00+ TO REPLACE THE WINDSHIELD AT THIS TIME.?

- 3
- 4 • NHTSA Complaint: I PURCHASED THE VEHICLE NEW IN  
5 FEBRUARY 2015 AND MY WINDSHIELD HAS REQUIRED  
6 REPLACEMENT THREE TIMES. THE SLIGHTEST IMPACT (E.G.: A  
7 SMALL PIECE OF GRAVEL COMMON ON ROADWAYS) TO THE  
8 WINDSHIELD RESULTS IN HUGE CRACKS IMPEDING MY  
9 VISION. THE WINDSHIELD DOES NOT SIMPLY CHIP; IT ALWAYS  
10 INSTANTLY CRACKS AND REQUIRES REPLACEMENT. I HAVE  
11 REPLACED MORE WINDSHIELDS ON THIS VEHICLE THAN ALL  
12 OTHER VEHICLES I HAVE EVER OWNED COMBINED. BECAUSE  
13 I HAVE THE SUBARU EYESIGHT SYSTEM, I AM REQUIRED TO  
14 REPLACE WITH FACTORY GLASS WHICH IS USUALLY ON  
15 BACK-ORDER; THIS GLASS IS CLEARLY DEFECTIVE.
  - 16 • NHTSA Complaint: WENT OUTSIDE TO WASH THE CAR AND  
17 BEFORE I EVEN GOT STARTED I NOTICED A CRACK IN THE  
18 WINDSHIELD. I LOOKS LIKE IT STARTED IN THE VERY CENTER  
19 AT THE BOTTOM AND TRAVELED UP AND THEN TO THE  
20 PASSENGER'S SIDE. THE CRACK IS ABOUT 12 INCHES LONG. NO  
21 IMPACT, VEHICLE WASN'T EVEN MOVING. THERE WAS NO  
22 CRACK THE DAY BEFORE.
  - 23 • NHTSA Complaint: WHILE TRAVELING ON THE OPEN  
24 INTERSTATE, THE WINDSHIELD STARTED TO CRACK. THE  
25 CRACK STARTED IN THE LOWER DRIVER SIDE CORNER,  
26 UNDER THE WIPER BLADE. IN LESS THAN 30 MIN, THE CRACK  
27 EXTENDED UP AND OVER, IN-FRONT OF THE DRIVER'S VIEW  
28 AND EXTENDED TO THE CENTER. FROM THE OUTSIDE, YOU  
CAN FEEL THE CRACK. IF YOU PUSH ON THE WINDSHIELD,  
YOU CAN TELL THAT THE WINDSHIELD IS WEAK, POOR  
QUALITY, AND A OBVIOUS SAFETY ISSUE.
  - NHTSA Complaint: WE HAVE OWNED THE CAR FOR 14 MONTH'S  
AND HAVE HAD TO REPLACE THE WINDSHIELD 6 TIMES DUE  
TO CRACKING. OTHER CARS IN THE SAME HOUSEHOLD HAVE  
NEVER HAD TO HAVE THEIR WINDSHIELDS REPLACED. THERE  
IS OBVIOUSLY SOME KIND OF DEFECT ASSOCIATED WITH  
THIS VEHICLE. CONTACTED SUBARU DEALER WITH NO HELP.
  - NHTSA Complaint: 1.5 MONTHS AFTER PURCHASING CAR,  
NOTICED VERTICAL ~1 INCH CRACK (WHILE DRIVING, BUT  
ONLY BECAUSE I WAS DRIVING INTO THE SUN) IN  
WINDSHIELD ABOVE STEERING WHEEL. THERE WAS NO  
AUDIBLE CRACKING NOISE WINDSHIELD WAS ON

1 BACKORDER, AND GOT REPLACED. NOTICED NEW CRACK IN  
 2 SAME AREA, ON INSIDE OF WINDSHIELD. (WAS DRIVING INTO  
 3 SUN, BUT NO AUDIBLE NOISE) 12/11/2015 MILEAGE 6323  
 4 REPLACED WINDSHIELD 1/18/2015. MILEAGE 6508 PARKED  
 5 VEHICLE UNDER LIGHT, AND NOTICE APPROXIMATELY 3 INCH  
 6 SCRATCH (VERTICAL, IN SAME AREA AS THE LAST 2.  
 7 WINDSHIELD WAS LESS THAN 12 HOURS OLD

- 8 • NHTSA Complaint: BOUGHT MY VEHICLE AND WAS DRIVING IT  
 9 HOME, HAD THE DEFROST ON CAUSE THE WINDOW KEPT  
 10 FOGGING UP WHEN I HEARD A CRACK AND THE WINDSHIELD  
 11 CRACKED FROM THE BOTTOM UP WHERE THE DEFROSTER IS  
 12 AND THEY WONT REPLACE IT, ON TOP OF THE WHERE U PUT  
 13 GAS IN THE CAR IT STUCK SHUT AND THEY TOLD ME TO PRY  
 14 IT OPEN N LEAVE IT OPEN TILL THEY GET A PART BUT IT IS ON  
 15 BACK ORDER SO DON'T NO WHEN I WILL GET IT FIXED THAT  
 16 OCCURRED THIS MONTH ON THE GAS OPENER 12/30/2015

- 17 • NHTSA Complaint: I HAVE A 2015 SUBARU LEGACY WITH 6000  
 18 MILES ON IT. ON DEC 8TH, 2015, I TOOK IT TO THE DEALER FOR  
 19 ROUTINE SERVICE, I.E. OIL CHANGE FILTER, TIRE ROTATION,  
 20 SYSTEM CHECKS AND FLUID LEVELS, ETC. I WAITED FOR THE  
 21 CAR. I WAS TOLD TO COME BACK AND LOOK AT THE  
 22 WINDSHIELD IN THE SERVICE BAY. I WAS TOLD THAT THERE  
 23 WAS A CRACK (HORSESHOE SHAPED) AROUND THE CENTER  
 24 TOP OF THE WINDSHIELD. THE CRACK WAS NOT THERE WHEN  
 25 I BROUGHT IT IN BECAUSE I HAD THE CAR WASHED AND I  
 26 WIPED OFF THE WINDOWS MYSELF PRIOR TO GOING UP TO  
 27 THE DEALERS. I WOULD HAVE NOTICED THE CRACK. THERE IS  
 28 NO DING OR STAR SHAPE MARK THAT I CAN SEE ON THE  
 WINDOW. IT LOOKS TO ME LIKE THE CRACK STARTED ON THE  
 INSIDE AROUND THE REAR VIEW MIRROR AREA. I HAVE READ  
 QUITE A FEW REPORTS OF UNEXPLAINED CRACKS IN LEGACY  
 AND OUTBACKS. 2015 MODELS. IT APPEARS TO BE A  
 WINDSHIELD DEFECT. I'M WAITING FOR THEM TO GET BACK  
 TO ME ABOUT REPLACING THE WINDSHIELD. THEY BETTER  
 NOT GIVE ME A HARD TIME BECAUSE I AM THEIR WORST  
 NIGHTMARE. THE DEALERSHIP THAT I WENT TO IS A  
 REPUTABLE DEALER, I JUST HOPE THEY DO THE RIGHT THING.  
 \*DT

- NHTSA Complaint: THREE MONTHS INTO OWNING MY NEW  
 SUBARU LEGACY, A SMALL PEBBLE HIT MY WINDSHIELD  
 WHILE I WAS DRIVING AT A LOW SPEED, RESULTING IN A  
 VISIBLE CHIP. IT DID NOT TURN INTO A CRACK, SO I DIDN'T  
 GET IT FILLED. HOWEVER, THE WINDSHIELD HAS INCURRED  
 MULTIPLE OTHER CHIPS FROM VERY SMALL PIECES OF



1 ROCK/GRAVEL. I'VE NEVER SEEN SUCH A WEAK WINDSHIELD,  
 2 AND IT'S SERIOUSLY CONCERNING. I HAVE EXPERIENCED  
 3 OTHER SMALL ISSUES WITH THE CAR AS WELL, INCLUDING A  
 4 STRANGE PITCH IN THE VEHICLE HORN AND A RATTLING  
 5 NOISE COMING FROM THE DRIVER'S SIDE WINDOW. ALL  
 6 PROBLEMS WERE REPORTED TO THE DEALER, BUT NONE  
 7 WERE ADDRESSED.

- 8 • NHTSA Complaint: HERD A SMALL NOISE WHILE DRIVING AT 50  
 9 MILES/HR. NOT SEEN ANY CRACK ON THE WINDSHIELD. BUT  
 10 AFTER FEW HOURS, SAW A CHIP MARK AND WITHIN ONE DAY  
 11 THE CRACK DEVELOPED TO 2FOOT LENGTH. THE  
 12 MANUFACTURER SENT ME A LETTER SAYING THAT THERE  
 13 WAS A MANUFACTURING DEFECTS ON THE DEICER AREA AND  
 14 CRACKS ON THIS AREA IS COVERED. MY CRACK IS LITTLE  
 15 ABOVE THIS AREA AND THEY SAY IT IS NOT COVERED. I DO  
 16 NOT UNDERSTAND THIS. PLEASE ADVISE ME. THANKS KOSHY
- 17 • NHTSA Complaint: I PACKED THE CAR IN THE GARAGE  
 18 PERFECTLY OK THEN IN THE MORNING IT HAD A CRACKED  
 19 WINDSHIELD ABOUT 6 IN. I HAD THE CAR FOR 6 WEEKS AND  
 20 ODOMETER WAS AT 2100 MIL. IT CRACKED IN THE DRIVER  
 21 SIDE UP AND NOW IS ALMOST IN THE OTHER SIDE IN WEIRD  
 22 PATHER UP AND DOWN AND UP AND DOWN . I WENT TO  
 23 DEALERSHIP AND THEY TOLD ME THAT WAS A VERY SMALL  
 24 CHIP THEREFORE IS NOT COVERED BY BUMPER TO BUMPER -).  
 25 LATER I WENT TO FAST GLASS - THEY ARE NOT THRILLED TO  
 26 CHANGE IT - REASON BEEN THEY DID A LOT OF NEW SUBARU  
 27 WITH ORIGINAL GLASS AND THEN 1 -2 WEEKS LATER SAME  
 28 PEOPLE ARE BACK WITH A CRACKED WINDSHIELD. ..THEY  
 ARE WILLING TO SUPORT MY CLAIM.
- NHTSA Complaint: WINDSHIELD SUDDENLY DEVELOPED A  
 CRACK A FEW INCHES FROM THE BOTTOM TOWARD THE  
 CENTER CLOSER TO THE PASSENGER SIDE. VEHICLE WAS 3  
 MONTHS OLD AT THE TIME. THERE WAS NO KNOWN STONE  
 HIT AND NO OBVIOUS STARTING POINT FOR THE CRACK.  
 CRACK SPREAD OVER THE NEXT DAY ACROSS THE ENTIRE  
 WINDSHIELD. WINDSHIELD HAD TO BE REPLACED AT A COST  
 OF \$500.
- NHTSA Complaint: WINDSHIELD DEVELOPED SMALL CRACK.  
 GREW OVER TIME. SUBARU HAD NEW PARTS UNDER  
 NATIONAL BACKORDER. NUMEROUS REPORTS OF CRACKS  
 DEVELOPING FOR NO APPARENT REASONS.  
 SEE:HTTP://LEGACYGT.COM/FORUMS/



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- NHTSA Complaint: ON JULY 13, 2015, IN THE MORNING I SAW A CRACK THAT HADN'T BEEN ON MY WINDSHIELD THERE THE DAY BEFORE HAD STARTED LOW IN THE PASSENGER SIDE, NEAR THE CORNER OF MY 9- MONTH OLD 2015 LEGACY. OVER THE NEXT SEVERAL DAYS IT GREW INCHES A DAY, STRAIGHT UP AND ANOTHER CRACK TOWARDS THE DRIVING SIDE. NO OBVIOUS CAUSE - NO ROCK HIT NOR "STAR" TO START IT. THE DEALER IN SAID WINDSHIELDS ARE ON BACK ORDER, AND WANT \$839 FOR THE REPLACEMENT AND INSTALLATION. I STILL HAVEN'T HAD IT REPLACED, WAITING TO SEE IF SUBARU IS GOING TO TAKE SOME RESPONSIBILITY, SINCE THE INTERNET IS FILLING UP WITH SIMILAR ACCOUNTS.
  - NHTSA Complaint: IN THE COURSE OF DRIVING AROUND OUR AREA, MY WIFE & I PARKED OUR NEW 2015 SUBARU LEGACY FOR AN HOUR TO DO SOME SHOPPING. WHEN WE GOT BACK TO THE CAR, WE COULDN'T HELP BUT NOTICE A CRACK ON THE PASSENGER SIDE FRONT WINDSHIELD, WHERE THERE HADN'T BEEN ONE BEFORE. WE DROVE IMMEDIATELY TO OUR LOCAL SUBARU DEALER, WHERE THEY NOTICED A VERY SMALL DING JUST BELOW THE RIGHT WINDSHIELD WIPER, WITH THE AFOREMENTIONED CRACK COMING FROM THE DING. FROM MY PERSONAL EXPERIENCE OF CLOSE TO 50 YEARS OF DRIVING, THIS IS THE FIRST EVER NON-CRASH WINDSHIELD PROBLEM I'VE HAD THAT'S HAD A PROGRESSIVE CRACK, AND THIS IS A BRAND NEW CAR! I'M READING THAT I'M NOT THE ONLY ONE WITH THIS PROBLEM!
  - NHTSA Complaint: OUR WINDSHIELD DEVELOPED A CRACK THAT GREW OVER TWO DAYS AND NOW EXTENDS HALF THE WIDTH OF THE WINDSHIELD. WE DISCOVERED THIS CRACK WHEN GETTING INTO THE CAR AFTER IT WAS PARKED. THERE IS NO OBVIOUS REASON FOR THIS CRACK. WE HAVE NO MEMORY OF HITTING OR BEING HIT BY ANY OBJECT. I UNDERSTAND THAT SUCH SPONTANEOUS CRACKS HAVE APPEARED ON OTHER SUBARU OUTBACKS AND LEGACIES.
  - NHTSA Complaint: OUT OF NOWHERE THE WINDSHIELD STARTED TO CRACK - STARTED ON THE EDGE OF THE WINDSHIELD ON THE PASSENGERSIDE ABOUT 8-10 INCHES FROM THE BOTTOM - AT THIS POINT IT HAS SPREAD PAST THE MIDDLE OF THE WINDSHIELD LEAVING A HORIZONTAL CRACK THAT PRETTY MUCH SPLIT MY WINDSHIELD IN HALF - THE WINDSHIELD IS CURRENTLY ON BACKORDER WITH NO ETA AS TO WHEN IT WILL BE AVAILABLE

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- NHTSA Complaint: WITHIN A MONTH OF BUYING A BRAND NEW SUBARU LEGACY 2015, MY WINDSHIELD SPONTANEOUS CRACKED WHILE DRIVING ON AN OPEN-AIR INTERSTATE AWAY FROM OTHER CARS. AT FIRST I THOUGHT MAYBE A PEBBLE HIT THE WINDSHIELD, BUT UPON LATER INSPECTION I COULD NOT FIND A DISTINCT STARTING POINT FOR THE CRACK IN THE WINDSHIELD CRACK (NO DENTS OR PLACES WHERE SOMETHING MIGHT HAVE HIT MY CAR). THE CRACK INITIATED FROM THE VERY BOTTOM OF THE MIDDLE OF THE WINDSHIELD AND EXTENDED ABOUT 6-8 INCHES FROM THE BOTTOM OF THE WINDSHIELD.
  - NHTSA Complaint: THE WINDSHIELD CRACKED FROM THE LOWER PASSENGER SIDE. THREE LARGE CRACKS ONE OF WHICH IS NOW ALMOST ALL THE WAY OVER IN FRONT OF THE DRIVER. THERE WAS A CHIP WHERE THE CRACK STARTED. THE BIG PROBLEM IS THAT THE WINDSHIELDS ARE ON BACK ORDER WITH NO IDEA HOW LONG IT WILL BE TO GET A REPLACEMENT. I HAVE HAD CARS WITH ROCK CHIPS BEFORE AND USUALLY GET THEM FILLED, BUT THIS WINDSHIELD CRACKED ALMOST IMMEDIATELY WHILE ON A ROAD TRIP. I THINK IT IS OBVIOUS THAT SUBARU HAS A PROBLEM WITH POOR QUALITY WINDSHIELDS IF THEY CANNOT MAKE THEM FAST ENOUGH TO REPLACE ALL THE DAMAGED ONES. THE CAR DOES HAVE THE EYESIGHT SYSTEM AND THERE IS NO AFTERMARKET WINDSHIELD AVAILABLE.
  - NHTSA Complaint: WHEN GETTING INTO THE CAR IN THE AFTERNOON, NOTICED A HUGE CRACK ON THE WINDSHIELD STARTING BETWEEN THE WIPER BLADES AND GOING TO THE TOP OF THE WINDSHIELD. THERE WAS NO IMPACT TO HAVE CAUSED THIS. THE CAR WAS PARKED IN THE OPEN ON A DAY WHERE TEMPERATURES WERE MILD. LOOKS LIKE THERE ARE QUITE A FEW COMPLAINTS IN THE SUBARU FORUMS COMPLAINING ABOUT THE SUBARU LEGACY AND OUTBACK WHICH SHARE THE SAME PLATFORM. THE ISSUES DISCUSSED MATCHES MY SPECIFIC CASE. SUBARU SHOULD BE ENCOURAGED TO PERFORM A RECALL.
  - NHTSA Complaint: SUDDEN LOUD CRACKING SOUND WHILE TRAVELING ON INTERSTATE. NOW THERE IS A 3 FOOT WINDING CRACK ACROSS THE WINDSHIELD. NO EVIDENCE OF ANYTHING STRIKING THE GLASS. REPLACEMENT NOT AVAILABLE FOR 6 WEEKS. DEALER ADVISES 500 WINDSHIELDS ON BACKORDER FOR 2015 LEGACY.

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- NHTSA Complaint: CRACK IN WINDSHIELD APPEARED WITHOUT KNOWN CAUSE. IN SEARCHING THE INTERNET FOR SIMILAR INCIDENTS THERE ARE A NUMBER OF NEW SUBARU LEGACY OWNERS WHO HAVE THIS SAME EXPERIENCE. THE GLASS IS ON BACKORDER SO REPAIRS MAY BE SEVERAL WEEKS OUT. SOME OF THE OWNERS HAVE REPORTED MORE THAN ONE CRACKED WINDSHIELD ON THE SAME NEW VEHICLE.
  - NHTSA Complaint: REPLACING THE WINDSHIELD 3 TIMES ALREADY IN A 2 YEAR PERIOD. NO CHIPS ARE CREATED FROM SMALL INTERACTIONS WITH OBJECT LIKE LITTLE STONES BUT IMMEDIATE CRACKS. THE VEHICLE WAS IN STATIONARY AND MOVING POSITIONS ON A STREET AND HIGHWAY. MAKES ME WONDER WHAT IS GOING TO HAPPEN IF THERE WOULD BE MORE SERIOUS COLLISION THAN JUST A SMALL ROCK.
  - NHTSA Complaint: WINDSHIELD CRACKS FROM EDGES. NO NOTICEABLE CHIPS. CRACK STARTED WITH ROCK HITS. POSSIBLE DEFECTIVE GLASS.
  - NHTSA Complaint: FRONT WINDSHIELD GOT CRACK UPON BEING HITTING BY A FOREIGN OBSTACLE, MAYBE A PEBBLE. WITHIN A DAY, THE CRACK LINE EXTENDED TO MORE THAN 1 FOOT, WHICH AFFECTED FRONT VISIBILITY. WITHIN A FEW WEEKS, THE SAME PROBLEM HAPPENED TO MY 2017 SUBARU OUTBACK THAT SHARES THE SAME WINDSHIELD COMPONENT WITH LEGACY. IN THE PAST, I HAD WINDSHIELD CRACKS WITH OTHER CARS I OWNED BUT THE CRACKS DID NOT GROW AS FAST AS SUBARU'S. I AM WONDERING IF THE SUBARU'S WINDSHIELD USED IN LEGACY AND OUTBACK MAY HAVE A MATERIAL PROBLEM OR A MANUFACTURING ISSUE.
  - NHTSA Complaint: I BOUGHT THE CAR AS A DEALER CAR (THEY TOLD ME IT WAS REGISTERED TO A MANAGER AS A TEST CAR). IT HAD 4,810 MILES WHEN I BOUGHT IT. I HAVE DRIVEN THE CAR JUST OVER 300 MILES. WHEN I TEST DRIVE IT, IT MADE A SOUND LIKE A STONE HIT THE WINDSHIELD. THEN ALMOST EVERY TIME I HAVE DRIVEN IT SINCE, INCLUDING THREE TIMES TODAY, IT MADE THE SAME EXACT SOUND. I WAS DRIVING BOTH IN CITY TRAFFIC (RED LIGHT TO RED LIGHT) AND ON A TOLL ROAD WITH LIMITED TRAFFIC. WHEN I GOT OUT AND LOOKED AT THE WINDSHIELD, I NOTICED LITERALLY 50 OR MORE SMALL "CHIPS" IN THE WINDSHIELD.

1           27.     Although Subaru was aware of the widespread nature of the Windshield Defect  
2 in the Class Vehicles, and that it posed grave safety risks, Subaru has failed to take adequate  
3 steps to notify all Class Vehicle owners of the Defect and provide relief.

4           28.     Customers have reported the Windshield Defect in the Class Vehicles to Subaru  
5 directly and through its dealers. Defendant is fully aware of the Windshield Defect contained  
6 in the Class Vehicles. Nevertheless, Defendant actively concealed the existence and nature of  
7 the Defect from Plaintiff and the other Class Members at the time of purchase or repair and  
8 thereafter. Specifically, Defendant:

- 9           a.     failed to disclose, at the time of purchase or repair and thereafter, any  
10                 and all known material defects or material nonconformities of the Class  
11                 Vehicles, including the Windshield Defect;
- 12           b.     failed to disclose, at the time of purchase or repair and thereafter, that  
13                 the Class Vehicles and their front windshield were not in good working  
14                 order, were defective, and were not fit for their intended purpose; and,
- 15           c.     failed to disclose and/or actively concealed the fact that the Class  
16                 Vehicles and their front windshield were defective, despite the fact that  
17                 Defendants learned of the Windshield Defect as early as 2014, if not  
18                 before.

19           29.     Defendant has deprived Class Members of the benefit of their bargain, exposed  
20 them all to a dangerous safety Defect, and caused them to expend money at its dealerships or  
21 other third-party repair facilities and/or take other remedial measures related to the  
22 Windshield Defect contained in the Class Vehicles.

23           30.     Defendant has not recalled the Class Vehicles to repair the Windshield Defect,  
24 has not offered to its customers a suitable repair or replacement of parts related to the  
25 Windshield Defect free of charge, and has not reimbursed all Class Vehicle owners and  
26 leaseholders who incurred costs for repairs related to the Windshield Defect.

27           31.     Class Members have not received the value for which they bargained when they  
28 purchased or leased the Class Vehicles.

1           32. As a result of the Windshield Defect, the value of the Class Vehicles has  
2 diminished, including without limitation, the resale value of the Class Vehicles. Reasonable  
3 consumers, like Plaintiff, expect and assume that a vehicle's front windshield is not defective  
4 and will not crack, chip and/or fracture for no reason at all or under circumstances that would  
5 not cause non-defective windshields to similarly fail. Plaintiff and Class Members further  
6 expect and assume that Subaru will not sell or lease vehicles with known safety defects, such  
7 as the Windshield Defect, and will fully disclose any such defect to consumers prior to  
8 purchase or offer a suitable non-defective repair. They do not expect that Subaru would fail to  
9 disclose the Windshield Defect to them, and then purport to remedy the defect with a limited  
10 warranty extension program extended to a subset of Class Members that, at best, results in the  
11 replacement of one defective component with another.

#### 12                           **TOLLING OF THE STATUTE OF LIMITATIONS**

13           33. Plaintiff and the other Class Members were not reasonably able to discover the  
14 Windshield Defect, despite their exercise of due diligence.

15           34. Despite their due diligence, Plaintiff and the other Class Members could not  
16 reasonably have been expected to learn or discover that they were deceived and that material  
17 information concerning the Class Vehicles and their front windshields was concealed from  
18 them.

19           35. In addition, even after Class Members contacted Subaru and/or its authorized  
20 agents for vehicle repairs concerning the defective nature of the Class Vehicles and their  
21 windshields, they were routinely told by Subaru and/or through their authorized agents for  
22 vehicle repairs that the Class Vehicles are not defective.

23           36. Hence, any applicable statute of limitation, if any, has been tolled by Subaru's  
24 knowledge, active concealment, and denial of the facts alleged herein. Subaru is further  
25 estopped from relying on any statute of limitation because of its concealment of the defective  
26 nature of the Class Vehicles and their front windshields.

#### 27                           **CLASS ACTION ALLEGATIONS**

28           37. Plaintiff brings this lawsuit as a class action on behalf of herself and all others

1 similarly situated as members of the proposed Classes pursuant to Federal Rules of Civil  
2 Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity, commonality,  
3 typicality, adequacy, predominance and superiority requirements of those provisions.

4 38. The Classes are defined as:

5 **Nationwide Class:** All persons who purchased or leased any 2015 through 2016  
6 Subaru Outback or Legacy vehicle in the United States.

7 **California Sub-Class:** All Members of the Nationwide Class who purchased or  
8 leased any 2015 through 2016 Subaru Outback or Legacy vehicle in the State of  
California.

9 39. Excluded from the Class and Sub-class are: (1) Defendant, any entity or  
10 division in which Defendant has a controlling interest, and its legal representatives, officers,  
11 directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's  
12 staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged  
13 herein. Plaintiff reserves the right to amend the Class definition, and to add subclasses, if  
14 discovery and further investigation reveal that the Class should be expanded or otherwise  
15 modified.

16 40. **Numerosity:** Although the exact number of Class Members is uncertain and can  
17 only be ascertained through appropriate discovery, the number is great enough such that  
18 joinder is impracticable. The disposition of the claims of these Class Members in a single  
19 action will provide substantial benefits to all parties and to the Court. The Class Members are  
20 readily identifiable from, *inter alia*, information and records in Defendant's possession,  
21 custody, or control.

22 41. **Typicality:** The claims of the representative Plaintiff are typical of the claims of  
23 the Class in that the representative Plaintiff, like all Class Members, paid for a Class Vehicle  
24 designed, manufactured, and distributed by Defendant which is subject to the Windshield  
25 Defect. The representative Plaintiff, like all Class Members, has been damaged by  
26 Defendant's misconduct in that she has incurred or will incur the cost of repairing or replacing  
27 cracked, chipped and/or fractured windshields and related parts as a result of the Windshield  
28 Defect. Further, the factual bases of Defendant's misconduct are common to all Class



1 Members and represent a common thread of fraudulent, deliberate, and/or grossly negligent  
2 misconduct resulting in injury to all Class Members.

3 42. Commonality: There are numerous questions of law and fact common to  
4 Plaintiff and the Classes that predominate over any question affecting only individual Class  
5 Members. These common legal and factual questions include the following:

- 6 a. whether the Class Vehicles suffer from the Windshield Defect;
- 7 b. whether the Windshield Defect constitutes an unreasonable safety  
8 hazard;
- 9 c. whether Defendant knows about the Windshield Defect and, if so, how  
10 long Defendant has known of the Defect;
- 11 d. whether the defective nature of the Class Vehicles' front windshield  
12 constitutes a material fact;
- 13 e. whether Defendant had and has a duty to disclose the defective nature of  
14 the Class Vehicles' front windshield to Plaintiff and the other Class  
15 Members;
- 16 f. whether Plaintiff and the other Class Members are entitled to equitable  
17 relief, including, but not limited to, a preliminary and/or permanent  
18 injunction;
- 19 g. whether Defendant knew or reasonably should have known of the  
20 Windshield Defect contained in the Class Vehicles before it sold or  
21 leased them to Class Members; and,
- 22 h. Whether Defendant violated: (1) the California Consumers Legal  
23 Remedies Act, California Civil Code sections 1750 *et seq.*; (2) the  
24 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et*  
25 *seq.*; (3) The California Song-Beverly Consumer Warranty Act,  
26 California Civil Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code  
27 §2314; (4) Cal. Comm. Code §2313; (5) the Magnuson-Moss Warranty  
28 Act (15 U.S.C. §2301, *et seq.*); and (6) is liable for fraudulent omission  
as alleged in this Complaint.

1           43.    Adequate Representation: Plaintiff will fairly and adequately protect the  
2 interests of the Class Members. Plaintiff has retained attorneys experienced in the prosecution  
3 of class actions, including consumer and product defect class actions, and Plaintiff intends to  
4 prosecute this action vigorously.

5           44.    Predominance and Superiority: Plaintiff and the Class Members have all  
6 suffered and will continue to suffer harm and damages as a result of Defendant’s unlawful and  
7 wrongful conduct. A class action is superior to other available methods for the fair and  
8 efficient adjudication of the controversy. Absent a class action, most Class Members would  
9 likely find the cost of litigating their claims prohibitively high and would therefore have no  
10 effective remedy at law. Because of the relatively small size of the individual Class  
11 Members’ claims, it is likely that only a few Class Members could afford to seek legal redress  
12 for Defendant’s misconduct. Absent a class action, Class Members will continue to incur  
13 damages, and Defendant’s misconduct will continue without remedy. Class treatment of  
14 common questions of law and fact would also be a superior method to multiple individual  
15 actions or piecemeal litigation in that class treatment will conserve the resources of the courts  
16 and the litigants and will promote consistency and efficiency of adjudication.

17   **FIRST CAUSE OF ACTION**

18   (Violation of California’s Consumers Legal Remedies Act,  
19   California Civil Code § 1750 *et seq.* (“CLRA”))

20           45.    Plaintiff hereby incorporates by reference the allegations contained in the  
21 preceding paragraphs of this Complaint.

22           46.    Plaintiff brings this cause of action on behalf of herself and on behalf of the  
23 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
24 California Sub-Class.

25           47.    Subaru is a “person” as defined by California Civil Code § 1761(c).

26           48.    Plaintiff and the other Class Members are “consumers” within the meaning of  
27 California Civil Code § 1761(d).  
28

1           49. By failing to disclose and concealing the defective nature of the Class Vehicles’  
2 front windshield from Plaintiff and prospective Class Members, Defendant violated California  
3 Civil Code § 1770(a), as it represented that the Class Vehicles had characteristics and benefits  
4 that they do not have, represented that the Class Vehicles were of a particular standard,  
5 quality, or grade when they were of another, and advertised the Class Vehicles with the intent  
6 not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

7           50. Defendant’s unfair and deceptive acts or practices occurred repeatedly in  
8 Defendant’s trade or business, were capable of deceiving a substantial portion of the  
9 purchasing public, and imposed a serious safety risk on the public.

10           51. Defendant knew that the Class Vehicles’ front windshields suffered from an  
11 inherent defect, were defectively designed or manufactured, would fail prematurely, and were  
12 not suitable for their intended use.

13           52. Defendant was under a duty to Plaintiff and the Class Members to disclose the  
14 defective nature of the Class Vehicles’ front windshields and/or the associated repair costs  
15 because:

- 16           a. Defendant was in a superior position to know the true state of facts  
17 about the safety defect contained in the Class Vehicles’ front  
18 windshields;
- 19           b. Plaintiff and the Class Members could not reasonably have been  
20 expected to learn or discover that their front windshields have a  
21 dangerous safety defect until after they purchased the Class Vehicles;  
22 and,
- 23           c. Defendant knew that Plaintiff and the Class Members could not  
24 reasonably have been expected to learn about or discover the  
25 Windshield Defect.

26           53. By failing to disclose the Windshield Defect, Defendant knowingly and  
27 intentionally concealed material facts and breached its duty not to do so.

1           54.     The facts concealed or not disclosed by Defendant to Plaintiff and the other  
2 Class Members are material because a reasonable consumer would have considered them to be  
3 important in deciding whether or not to purchase the Class Vehicles, or to pay less for them.  
4 Had Plaintiff and other Class Members known that the Class Vehicles' front windshields were  
5 defective, they would not have purchased the Class Vehicles or would have paid less for them.

6           55.     Plaintiff and the other Class Members are reasonable consumers who do not  
7 expect that their vehicles will suffer from a Windshield Defect. That is the reasonable and  
8 objective consumer expectation for vehicles and their front windshields.

9           56.     As a result of Defendant's misconduct, Plaintiff and the other Class Members  
10 have been harmed and have suffered actual damages in that the Class Vehicles and their front  
11 windshields are defective and require repairs or replacement.

12           57.     As a direct and proximate result of Defendant's unfair or deceptive acts or  
13 practices, Plaintiff and the other Class Members have suffered and will continue to suffer  
14 actual damages.

15           58.     Accordingly, Plaintiff seeks an order enjoining the acts and practices described  
16 above, as well as attorneys' fees and costs, and any other relief that the Court deems proper  
17 under the Section 1780 of the CLRA.

18           59.     By letters dated March 24, 2017 and May 31, 2017, and sent via certified mail,  
19 Plaintiff provided Defendant with notice of its alleged violations of the CLRA pursuant to  
20 California Civil Code Section 1782(a) and demanded that Defendant rectify the problems  
21 associated with the behavior detailed above. If within thirty (30) days of the filing of this  
22 complaint, Defendant has failed to adequately respond to Plaintiff's demands and has failed to  
23 give notice to all affected consumers, as required by California Civil Code Section 1782,  
24 Plaintiff will amend this Complaint to seek damages.

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**SECOND CAUSE OF ACTION**

(Violation of Unfair Competition Law,  
California Business & Professions Code § 17200 *et seq.* (“UCL”))

60. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

61. Plaintiff brings this cause of action on behalf of herself and on behalf of the members of the Nationwide Class, or, in the alternative, on behalf of the members of the California Sub-Class.

62. California Business & Professions Code Section 17200 prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.”

63. Defendant knew that the Class Vehicles’ front windshields suffered from an inherent defect, were defectively designed and/or manufactured, would fail prematurely, and were not suitable for their intended use.

64. In failing to disclose the Windshield Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so, thereby engaging in a fraudulent business act or practice within the meaning of the UCL.

65. Defendant was under a duty to Plaintiff and the other Class Members to disclose the defective nature of the Class Vehicles’ front windshields because:

- a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles’ front windshields;
- b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles’ front windshields; and
- c. Defendant actively concealed the defective nature of the Class Vehicles’ front windshields from Plaintiff and Class Members at the time of sale and thereafter.



1           66.     The facts concealed or not disclosed by Defendant to Plaintiff and the other  
2 Class Members are material because a reasonable person would have considered them to be  
3 important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to  
4 pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles  
5 suffered from the Windshield Defect described herein, they would not have purchased or  
6 leased the Class Vehicles or would have paid less for them.

7           67.     Defendant continued to conceal the defective nature of the Class Vehicles and  
8 their windshields even after Class Members began to report problems. Indeed, Defendant  
9 continues to cover up and conceal the true nature of this systematic problem today.

10          68.     Defendant's omissions of material facts, as set forth herein, also constitute  
11 "unfair" business acts and practices within the meaning of the UCL, in that Defendant's  
12 conduct was injurious to consumers, offended public policy, and was unethical and  
13 unscrupulous. Plaintiff also asserts a violation of public policy arising from Defendant's  
14 withholding of material safety facts from consumers. Defendant's violation of consumer  
15 protection and unfair competition laws resulted in harm to consumers.

16          69.     Defendant's omissions of material facts, as set forth herein, also constitute  
17 unlawful business acts or practices because they violate consumer protection laws, warranty  
18 laws and the common law as set forth herein.

19          70.     Thus, by its conduct, Defendant has engaged in unfair competition and  
20 unlawful, unfair, and fraudulent business practices.

21          71.     Defendant's unfair or deceptive acts or practices occurred repeatedly in  
22 Defendant's trade or business, and were capable of deceiving a substantial portion of the  
23 purchasing public.

24          72.     As a direct and proximate result of Defendant's unfair and deceptive practices,  
25 Plaintiff and Class Members have suffered and will continue to suffer actual damages.

26          73.     Defendant has been unjustly enriched and should be required to make  
27 restitution to Plaintiff and Class Members pursuant to sections 17203 and 17204 of the  
28 Business & Professions Code.

**THIRD CAUSE OF ACTION**

(Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1 *et seq.*, and *Cal. Comm. Code §2314*)

74. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

75. Plaintiff brings this cause of action on behalf of herself and on behalf of the members of the Nationwide Class, or, in the alternative, on behalf of the members of the California Sub-Class.

76. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased.

77. Defendant provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from a Windshield Defect that can make driving unreasonably dangerous.

78. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' front windshields designed, manufactured, supplied, distributed, and/or sold by Defendant were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' front windshields would be fit for their intended use while the Class Vehicles were being operated.

79. Contrary to the applicable implied warranties, the Class Vehicles' front windshields, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

80. Defendant's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of

1 California Civil Code sections 1792 and 1791.1, and California Commercial Code section  
2 2314.

3 **FOURTH CAUSE OF ACTION**

4 (Breach of Express Warranty, Cal. Com. Code § 2313)

5 81. Plaintiff hereby incorporates by reference the allegations contained in the  
6 preceding paragraphs of this Complaint.

7 82. Plaintiff brings this cause of action on behalf of herself and on behalf of the  
8 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
9 California Sub-Class.

10 83. As a result of Defendant's breach of the applicable express warranties, owners  
11 and/or lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of  
12 money, property, and/or value of their Class Vehicles. Additionally, as a result of the  
13 Windshield Defect, Plaintiff and Class Members were harmed and suffered actual damages in  
14 that the Class Vehicles' windshields are substantially certain to fail before their expected useful  
15 life has run.

16 84. Defendant provided all purchasers and lessees of the Class Vehicles with the  
17 express warranty described herein, which became a material part of the bargain. Accordingly,  
18 Defendant's express warranty is an express warranty under California law.

19 85. Defendant manufactured and/or installed the front windshield in the Class  
20 Vehicles, and it is covered by the express warranty.

21 86. Subaru provided all purchasers and lessees of the Class Vehicles with New Car  
22 Limited Warranty. In this New Car Limited Warranty, Subaru expressly warranted that it  
23 covered "any repairs needed to correct defects in material or workmanship reported during the  
24 applicable warranty period which occur under normal use." Subaru promised Basic Coverage  
25 under the New Car Limited Warranty of "3 years or 36,000 miles, whichever comes first."

26 87. Defendant breached the express warranty through the acts and omissions  
27 described above.

1 88. Plaintiff requested and was denied warranty coverage by one of Defendant's  
2 dealers. Plaintiff was not required to notify Subaru of the breach because affording Subaru a  
3 reasonable opportunity to cure its breach of written warranty would have been futile. Subaru  
4 was also on notice of the Defect from the complaints and service requests it received from Class  
5 Members, from repairs and/or replacements of the Class Vehicles' front windshields, and  
6 through other internal sources.

7 89. As a result of Defendant's breach of the express warranty, Plaintiff and Class  
8 Members are entitled to legal and equitable relief against Defendant, including actual damages,  
9 specific performance, attorney's fees, costs of suit, and other relief as appropriate.

10 **FIFTH CAUSE OF ACTION**

11 (Breach of Implied and Written Warranties Under Magnuson-Moss Warranty Act,  
12 15 U.S.C. § 2301 *et seq.*)

13 90. Plaintiff hereby incorporates by reference the allegations contained in the  
14 preceding paragraphs of this Complaint.

15 91. Plaintiff brings this cause of action on behalf of herself and on behalf of the  
16 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
17 California Sub-Class.

18 92. Plaintiff and Class Members are "consumers" within the meaning of the  
19 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

20 93. Defendant is a "supplier" and "warrantor" within the meaning of 15 U.S.C. §§  
21 2301(4)-(5).

22 94. The Class Vehicles are "consumer products" within the meaning of 15 U.S.C. §  
23 2301(1).

24 95. Defendant's implied warranty is an "implied warranty" within the meaning of  
25 15 U.S.C. § 2301(7).

26 96. Defendant's express warranty is a "written warranty" within the meaning of 15  
27 U.S.C. § 2301(6).

1 97. Defendant breached the implied warranty and the express warranty by virtue of  
2 the above-described acts.

3 98. Plaintiff and the other Class Members notified Defendant of the breach within a  
4 reasonable time and/or were not required to do so. Defendant was also on notice of the  
5 Windshield Defect from, among other sources, the complaints and service requests it received  
6 from Class Members and its dealers.

7 99. Defendant's breach of the implied warranty deprived Plaintiff and Class  
8 Members of the benefits of their bargains.

9 100. As a direct and proximate result of Defendant's breach of the implied warranty,  
10 Plaintiff and the other Class Members sustained damages and other losses in an amount to be  
11 determined at trial. Defendant's conduct damaged Plaintiff and the other Class Members, who  
12 are entitled to recover actual damages, consequential damages, specific performance, diminution  
13 in value, and costs, including statutory attorney fees and/or other relief as appropriate.

14 **SIXTH CAUSE OF ACTION**

15 (Fraudulent Omission)

16 101. Plaintiff incorporates by reference the allegations contained in the preceding  
17 paragraphs of this Complaint.

18 102. Plaintiff brings this cause of action on behalf of herself and on behalf of the  
19 members of the Nationwide Class, or, in the alternative, on behalf of the members of the  
20 California Sub-Class.

21 103. Defendant knew that the Class Vehicles' front windshields were defectively  
22 designed and/or manufactured, would fail, and were not suitable for their intended use.

23 104. Defendant concealed from and failed to disclose to Plaintiff and Class Members  
24 the defective nature of the Class Vehicles and their windshields.

25 105. Defendant was under a duty to Plaintiff and Class Members to disclose the  
26 defective nature of the Class Vehicles' front windshields because:  
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- 1 a. Defendant was in a superior position to know the true state of facts
- 2 about the safety defect contained in the Class Vehicles' front
- 3 windshields;
- 4 b. Defendant made partial disclosures about the quality of the Class
- 5 Vehicles without revealing the defective nature of the front windshields;
- 6 and,
- 7 c. Defendant actively concealed the defective nature of the Class Vehicles'
- 8 front windshields from Plaintiff and Class Members.

9 106. The facts concealed or not disclosed by Defendant to Plaintiff and the other  
10 Class Members are material in that a reasonable person would have considered them to be  
11 important in deciding whether to purchase or lease Defendant's Class Vehicles or pay a lesser  
12 price for them. Had Plaintiff and Class Members known about the defective nature of the  
13 Class Vehicles' front windshields, they would not have purchased or leased the Class  
14 Vehicles, or would have paid less for them.

15 107. Defendant concealed or failed to disclose the true nature of the design and/or  
16 manufacturing defects contained in the Class Vehicles' front windshields in order to induce  
17 Plaintiff and Class Members to act thereon. Plaintiff and the other Class Members justifiably  
18 relied on Defendant's omissions to their detriment. This detriment is evident from Plaintiff's  
19 and Class Members' purchase or lease of Defendant's defective Class Vehicles.

20 108. Defendant continued to conceal the defective nature of the Class Vehicles'  
21 front windshields even after Class Members began to report the problems. Indeed, Defendant  
22 continues to cover up and conceal the true nature of the problem today.

23 109. As a direct and proximate result of Defendant's misconduct, Plaintiff and Class  
24 Members have suffered and will continue to suffer actual damages.

25 **RELIEF REQUESTED**

26 110. Plaintiff, on behalf of herself and all others similarly situated, requests the  
27 Court to enter judgment against Defendant, and issue an order providing the following relief:  
28



- 1 a. That Defendant provide notice, in a form pre-approved by the counsel  
2 identified below, to all current owners or lessees of the Class Vehicles  
3 in the United States and in the said notice offer to replace the defective  
4 windshield contained in every Class Vehicle with a non-defective  
5 windshield;
- 6 b. That Defendant provide notice, in a form pre-approved by the counsel  
7 identified below, to all current owners and lessees of the Class Vehicles  
8 in the United States and in the said notice extend the warranty for the  
9 Class Vehicles' front windshield to 10 years /unlimited mileage.
- 10 c. That Defendant offer to reimburse all current and former owners and  
11 lessees in the United Sates who have purchased or leased the Class  
12 Vehicles, all expenses already incurred as a result of the Windshield  
13 Defect, including repairs, diagnostics, and any other consequential and  
14 incidental damages (*e.g.* towing charges, vehicle rentals, etc.).
- 15 d. That Defendant immediately cease the sale and leasing of the Class  
16 Vehicles at all authorized Subaru dealerships without first notifying the  
17 purchasers of the Windshield Defect, and otherwise immediately cease  
18 to engage in the violations of law as set forth above.
- 19 e. Damages and restitution in an amount to be proven at trial.
- 20 f. An order certifying the proposed Classes, designating Plaintiff as named  
21 representative of the Classes, and designating the undersigned as Class  
22 Counsel;
- 23 g. A declaration that Defendant is financially responsible for notifying all  
24 Class Members about the defective nature of the Class Vehicles' front  
25 windshields;
- 26 h. Any and all remedies provided pursuant to the UCL, CLRA,  
27 California's implied and express warranty laws alleged herein, and the  
28 Magnuson-Moss Warranty Act;

- 1 i. An award to Plaintiff and the Class of compensatory, exemplary, and
- 2 statutory damages, including interest, in an amount to be proven at trial;
- 3 j. A declaration that Defendant must disgorge, for the benefit of the Class,
- 4 all or part of the ill-gotten profits it received from the sale or lease of the
- 5 Class Vehicles, and/or make full restitution to Plaintiff and Class
- 6 Members;
- 7 k. An award of attorneys' fees and costs, as allowed by law;
- 8 l. An award of attorneys' fees and costs pursuant to California Code of
- 9 Civil Procedure Section 1021.5;
- 10 m. An award of pre-judgment and post-judgment interest, as provided by
- 11 law;
- 12 n. Leave to amend the Complaint to conform to the evidence produced at
- 13 trial; and,
- 14 o. Such other relief as may be appropriate under the circumstances.

15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of  
17 any and all issues in this action so triable as of right.

18  
19 Dated: June 1, 2017

GLANCY PRONGAY & MURRAY LLP

20  
21 By: s/ Mark S. Greenstone  
22 Lionel Z. Glancy  
23 Mark S. Greenstone  
24 1925 Century Park East, Suite 2100  
25 Los Angeles, California 90067  
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*Attorneys for Plaintiff*

# EXHIBIT 1

1 LIONEL Z. GLANCY (#134180)  
MARK S. GREENSTONE (#199606)  
2 GLANCY PRONGAY & MURRAY LLP  
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3 Los Angeles, California 90067  
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Facsimile: (310) 201-9160  
5 Email: mgreenstone@glancylaw.com

6 *Attorneys for Plaintiffs*

7  
8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 LUCIA LUONG, Individually and On Behalf  
11 of a Class of Similarly Situated Individuals,

12 Plaintiff,  
13 v.

14 SUBARU OF AMERICA, INC.,  
15 Defendant.

Case No.:

**DECLARATION OF MARK S.  
GREENSTONE IN SUPPORT OF  
PLAINTIFFS’ SELECTION OF VENUE  
FOR TRIAL OF CLAIMS ARISING  
UNDER THE CALIFORNIA  
CONSUMERS LEGAL REMEDIES ACT**

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DECLARATION

1 I, MARK S. GREENSTONE, declare under penalty of perjury as follows:

2 1. I am an attorney with the law firm of Glancy Prongay & Murray LLP and am admitted  
3 to practice before all the courts of the State of California. I make this declaration based upon my  
4 personal knowledge of the facts set forth herein, unless the context indicates otherwise, and if called  
5 as a witness, I could and would competently testify thereto.  
6

7 2. Pursuant to California Civil Code section 1780(d), this Declaration is submitted in  
8 support of Plaintiff's selection of venue for the trial of Plaintiff's cause of action alleging violation of  
9 California's Consumers Legal Remedies Act.

10 3. This is a putative class action based upon an alleged automotive defect. Defendant  
11 conducts business in this District regularly directly and/or through its network of dealers. As a result,  
12 thousands of putative class vehicles have been purchased or leased in this District, and serviced in this  
13 District.  
14

15 4. Based on the facts set forth herein, this Court is a proper venue for the prosecution of  
16 Plaintiffs' cause of action alleging violation of California's Consumers Legal Remedies Act because  
17 Defendant is doing business in this District and a substantial portion of the putative class members'  
18 transactions took place in this District.

19 I declare under penalty of perjury under the laws of the United States of America and the State  
20 of California that the forgoing is true and correct. Executed this 1st day of June, 2016 in Los Angeles,  
21 California.  
22

23 s/ Mark S. Greenstone  
24 Mark S. Greenstone  
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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LUCIA LUONG, Individually and On Behalf of a Class of Similarly Situated Individuals,

(b) County of Residence of First Listed Plaintiff Santa Maria, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Mark S. Greenstone (#199606), GLANCY PRONGAY & MURRAY LLP, 1925 Century Park East, Suite 2100, Los Angeles, California 90067 Telephone: (310) 201-9150

DEFENDANTS

SUBARU OF AMERICA, INC.,

County of Residence of First Listed Defendant Cherry Hill, NJ (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Violations of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.) Brief description of cause: Violations of California Consumers Legal Remedies Act, Unfair Competition Law, Breach of Implied & Express Warranty

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 06/01/2017 SIGNATURE OF ATTORNEY OF RECORD s/ Mark S. Greenstone



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.