

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

NICOLE DELUCIA-ROITMAN and DARREN
CHANG, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

NISSAN NORTH AMERICA, INC., and
NISSAN MOTOR CO., LTD.,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Nicole Delucia-Roitman and Darren Chang (“Plaintiffs”), individually and on behalf of all others similarly situated (the “Class” defined below), by and through counsel, bring this Class Action Complaint against Defendants Nissan North America, Inc. (“NNA”) and Nissan Motor Co., Ltd. (“NMC”) (together “Nissan” or “Defendants”), and allege as follows upon personal knowledge individually, and as to all other matters upon information and belief, and based upon the investigation of counsel.

INTRODUCTION

1. This is a class action lawsuit brought against Nissan by Plaintiffs individually and on behalf of a Class of current and former owners and lessees of model years 2021-2025 Nissan Rogue vehicles (“Class Vehicles” or “Vehicles”).

2. The rear windshields in 2021-2025 Nissan Rogue vehicles are defective because they are prone to spontaneously explode (hereinafter the “Rear Windshield Defect” or the “Defect”). The Rear Windshield Defect creates a safety issue for vehicle occupants and others on the road. Drivers of Class Vehicles have reported unexpected rear windshield explosions causing shards of glass to fly through their vehicles, sometimes while the vehicle is being operated. The

loud explosion and flying glass distract and startle drivers and occupants. The broken rear windshield can also result in an increased risk of vehicle break-ins and theft. In all events the Rear Windshield Defect significantly diminishes the value of the Class Vehicles.

3. Owners and drivers of Class Vehicles have reported that their rear windshields have spontaneously exploded both while the Vehicles were parked and while the Vehicles were in motion, despite the absence of extreme weather conditions, collisions, or misuse by the owners, drivers, or other individuals.

4. Due to the Defect, the rear windshields in the Class Vehicles routinely experience issues and fail before the expiration of the rear windshields' expected lifespan. They also frequently fail within the Class Vehicles' 3 year/36,000-mile manufacturer warranty. Nevertheless, numerous consumers report that Nissan fails to replace the broken rear windshields in the Class Vehicles under warranty, claiming the explosions are ordinary wear and tear, and instead charges owners and lessees large sums of money to replace rear windshields or requires them to pay out of pocket to a third party.

5. Nissan's Monroney stickers (i.e., the sheets/stickers displayed in the Class Vehicle windows at dealerships), dealership literature, Warranty Information Booklet ("Warranty"), and Owner's Manual disclose nothing about the Rear Windshield Defect, despite these being appropriate channels through which to do so. For example, the Monroney stickers for the Class Vehicles tout the "fixed rear window w/ fixed interval wiper, heated wiper park and defroster." Each would have been an appropriate location to identify the Defect, but Nissan failed to do so.

6. Nissan failed to disclose this material information to consumers despite knowing about the Rear Windshield Defect. It has long known of the Defect from, *inter alia*, internal warranty and repair records submitted directly to it and to its authorized dealers, complaints

collected by the National Highway Transportation Safety Administration (“NHTSA”), and consumer complaints on other message boards.¹

7. Nissan also knew about the Defect based upon its own rigorous and extensive pre-sale testing of the Vehicles, which replicates actual consumer use of the Vehicles. Because of the ubiquitous nature of the Defect in Class Vehicles, Nissan’s pre-sale testing would have necessarily revealed the Defect.

8. Despite its pre-sale, superior knowledge of the Rear Windshield Defect and the ancillary safety issues that it can cause, Nissan has failed to fix the Defect and provide an adequate repair or recall the Class Vehicles in a manner that would adequately address it. Instead, Nissan failed to disclose, and actively concealed, the Defect from the public, and continues to withhold this material information while reaping the benefit of revenues generated from repair and replacement services necessitated by prematurely broken rear windshields.

9. Plaintiffs bring this action individually and on behalf of the classes defined herein for breach of express and implied warranties, common law fraud and fraudulent omission, violations of the New York General Business Law § 349, and, in the alternative, for unjust enrichment.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction of this action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §§ 1332(d)(2) and (6) because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000.00

¹ See, e.g., *2025 Nissan Rogue*, NAT’L HIGHWAY TRAFFIC SAFETY ADMIN., <https://www.nhtsa.gov/vehicle/2025/NISSAN/ROGUE/SUV/FWD> (last visited Dec. 30, 2025); *2024 Nissan Rogue*, NAT’L HIGHWAY TRAFFIC SAFETY ADMIN., <https://www.nhtsa.gov/vehicle/2024/NISSAN/ROGUE/SUV/AWD> (last visited Dec. 30, 2025); *2023 Nissan Rogue Window Exploded*,

exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court also has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

11. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391 because Defendant NNA regularly transacts business in this District, has corporate headquarters located in this District, is subject to personal jurisdiction in this District, and is deemed to be a citizen of this District. Additionally, both Nissan Defendants advertise in this District and have received substantial revenue and profits from sales and/or leases of the Class Vehicles in this District; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this District.

12. This Court has personal jurisdiction over Defendants because they are or incorporated in this District, have conducted substantial business in this District, and intentionally and purposefully placed Class Vehicles into the stream of commerce within Tennessee and throughout the United States.

PARTIES

Plaintiff Nicole Delucia-Roitman

13. Plaintiff Nicole Delucia-Roitman is a resident of Monroe, NY. In or around May of 2025, Plaintiff leased a new 2025 Nissan Rogue, Rock Creek Edition, from Garden City Nissan, an authorized dealership in New York. Plaintiff uses her Vehicle in an ordinary and expected manner.

14. On December 27, 2025, when the Vehicle had approximately 9,400 miles on it, Plaintiff Delucia-Roitman and her husband were driving back home when they heard a loud pop that sounded like broken glass. Plaintiff Delucia-Roitman safely pulled over to inspect the sound

and discovered that the rear windshield had shattered but remained upright on rear frame of the vehicle before crashing into Plaintiff's vehicle's trunk, spreading shattered glass across the rear interior of the vehicle. Out of necessity, Plaintiff carefully drove home.

15. Plaintiff contacted Nissan customer support directly to address the defective windshield but was told that this issue was normal wear and tear and was not an issue they would cover under warranty. Plaintiff then contacted Ramsey Nissan, an authorized Nissan dealership located in New Jersey, who indicated they could replace the windshield through Plaintiff Delucia-Roitman's insurance but relayed that the necessary part was on backorder and it was unclear when the defective windshield would be replaced. Plaintiff then contacted the third-party window-repair company Safelite, who mentioned similarly that the replacement part was on back order.

16. This has inconvenienced Plaintiff Delucia-Roitman whose vehicle is still equipped with defective windshield and is without a certain or anticipated timeline for when the rear windshield can be replaced. Additionally, Plaintiff cannot use her vehicle due to the safety risk brought about by the defective windshield.

17. Plaintiff Delucia-Roitman has been harmed as a result of Nissan's conduct as alleged herein. Had Nissan disclosed the Defect to her, she would not have leased the vehicle or would have paid less for it than she did.

Plaintiff Darren Chang

18. Plaintiff Darren Chang is a resident of Selden, New York. On or around April 13, 2024, Plaintiff leased a new 2023 Nissan Rogue from Nissan 112, an authorized dealership in New York. Plaintiff uses his Vehicle in an ordinary and expected manner.

19. On December 27, 2025, when the Vehicle had approximately 12,274 miles on it, Plaintiff Chang placed his infant child in its car seat before entering the vehicle himself. Upon

closing the front driver-side door, Plaintiff suddenly heard a loud sound, which Plaintiff describes as falling ice. Plaintiff looked in the rearview mirror and noticed what looked like ice fractals on the vehicle's rear windshield. Given the snowy conditions in Plaintiff Chang's area, he did not consider this to be unordinary Plaintiff then began driving to his intended location, a pet store approximately 0.4 miles from Plaintiff Chang's home.

20. Upon arrival at the store, Plaintiff went towards the trunk of his vehicle to retrieve his child's stroller when he discovered that his rear windshield had shattered. Plaintiff had not realized that what he believed to be ice fractals was in fact jagged glass marks from the windshield shattering.

21. Plaintiff Chang investigated further to find that much of the glass had fallen into the trunk of his vehicle, falling into the open spaces of Plaintiff's infant stroller.

22. Following the incident, Plaintiff made an insurance claim through Allstate. On December 30, 2025, Allstate replaced Plaintiff's rear windshield. During the days following the incident until the windshield was replaced, Plaintiff Chang felt unsafe driving the vehicle by himself or with his family.

23. Plaintiff Chang has not incurred out of pocket expenses to-date, but Plaintiff intends to incur approximately \$260 in out-of-pocket expenses. Namely, Plaintiff will need to replace the rear windshield wiper previously equipped with the defective windshield for safety from additional damage done by lingering shards of glass stuck to the wiper. Additionally, Plaintiff does not feel comfortable placing his child in the stroller for fear that glass may have stuck to the fabric or crevices of the stroller.

24. Plaintiff Chang has been harmed as a result of Nissan's conduct as alleged herein. Had Nissan disclosed the Defect to him, he would not have leased the vehicle or would have paid less for it than he did.

25. Photographs of the damage to Plaintiff Chang's Vehicle are below:









Defendants

26. Defendant Nissan North America, Inc. (“NNA”) is a California corporation with its principal place of business located at One Nissan Way, Franklin, Tennessee 37067.

27. Defendant Nissan Motor Co., Ltd. (“NMC”) is a corporation organized under the laws of Japan. NMC was founded in 1933 and headquartered in Yokohama, Japan. NMC manufactures and distributes automobiles and related parts. It also provides financing services. NMC delivers a comprehensive range of products under various brands that are manufactured in Japan, the United States, Mexico, the United Kingdom and other countries. Upon information and belief, NMC is the parent and 100% owner of NNA.

28. At all relevant times, NNA and NMC were engaged in the business of designing, manufacturing, marketing, distributing, and selling automobiles, including but not limited to the Class Vehicles, and other motor vehicles and motor vehicle components, in Tennessee and throughout the United States.

29. Whenever, in this Complaint, reference is made to any act, deed, or conduct of Defendants or Nissan, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of their officers, directors, agents, employees or representatives who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

FACTUAL ALLEGATIONS

A. The Rear Windshield Defect Within the Class Vehicles

30. The Class Vehicles include rear windshields manufactured with tempered glass, which is manufactured using heat and chemicals.

31. Tempered glass is generally made by shaping and cutting a piece of annealed glass that is then heated and rapidly cooled. This tempering process creates an outer layer of compression that is shrink-wrapped around the middle of the glass, which is constantly pressing outwards. If the outer layer is compromised, then the entire piece of glass explosively shatters.

32. When tempered glass fails, it can explode suddenly, causing thousands of pieces of glass to shoot at once onto the driver and occupants of the vehicle, as well as those nearby.

33. Tempered glass is created by rapidly cooling the hot glass, which results in the surface temperature falling much quicker than the core of the glass. This process creates permanent compression stress in the glass.

34. The physical makeup (or ingredients) of the tempered glass rear windshields in the Class Vehicles include sodium carbonate and calcium oxide, also known as “Soda-lime Glass.” Soda-lime Glass is a lighter-weight glass which can reduce the overall weight of the Class Vehicles, and assist with increasing their overall fuel efficiency.

35. The manufacturing process for Soda-lime Glass consists of melting the raw materials—which are silica, soda, lime, dolomite and aluminum oxide—along with small quantities of fining agents, such as sodium sulfate and sodium chloride, in a glass furnace at temperatures of up to 1,200° F.

36. The finished product will inevitably contain microscopic imperfections, known as inclusions, most of which are completely harmless with one major exception: nickel sulfide inclusions. Excessive nickel sulfide inclusions will eventually lead to catastrophic failure. When, during the tempering process, the glass is rapidly cooled, any nickel sulfide inclusions will remain in their high-temperature form before very gradually returning to their low-temperature form over the course of, potentially, years. As the excessive nickel sulfide inclusions return to their low-temperature form, they increase in volume, adding tensile stress to the tempered glass, resulting in “spectacular failures with no visible cause.”²

² Kathryn Gromowski, *Glass Breakage - Nickel Sulfide Inclusions*, PENN. STATE UNIV. COLL. OF ENG’G: FAILURES WIKI (2010), https://www.engr.psu.edu/ae/thesis/failures/MKP/failures/failures.wikispaces.com/Glass_Breakage_Nickel_Sulfide_Inclusions.html (last visited Dec. 30, 2025).

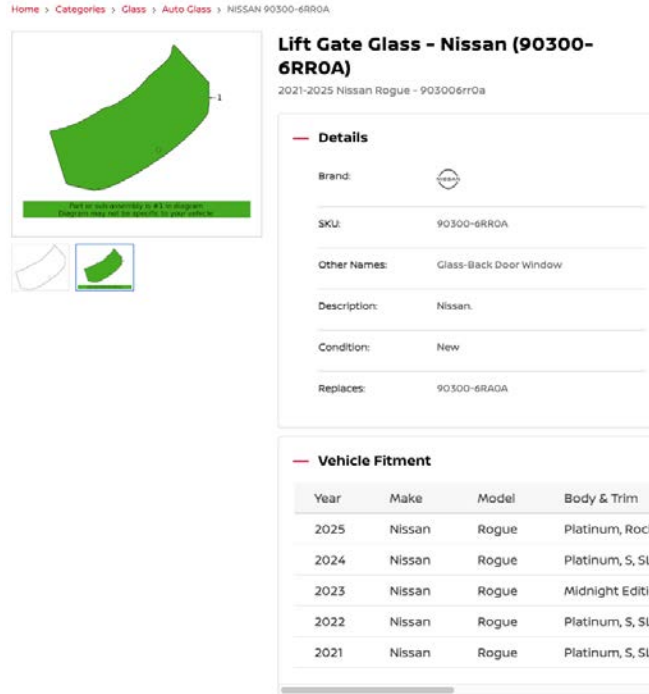
37. Nissan's use of thin, tempered Soda-lime Glass, containing manufacturing defects, to produce the rear windshields is substandard, dangerous, and inadequate. An insufficient manufacturing process results in rear windshields with significant nickel sulfide inclusions, which creates a heightened risk of spontaneous breakage.³

38. The rear windshields in the Class Vehicles often fracture completely across the panel, regardless of breakage point, due to the stress regime throughout the rear windshield. The outer surfaces of the rear windshield are in compression and the inner mid-plate is under tension. If the mid-plate tensile (resistance to breakage under stress) area is compromised by an inclusion, then the entire panel disintegrates as the opposing, balanced stressed areas are disconnected. The spread of further cracks is almost instantaneous. Therefore, nickel sulfide inclusions will, with time, weather cycles, wind and other foreseeable environmental factors, eventually expand in size. As these inclusions expand, they interfere with the bond between the compressive stressed glass component and the tensile strength glass component, thereby resulting in the rear windshield shattering.

39. Upon information and belief, the Class Vehicles all utilize the same tempered glass rear windshields, which can be identified by part number during discovery. In addition, the physical makeup of the rear windshields in the Class Vehicles is the same (i.e., the use of the same thin, tempered Soda-lime Glass containing the same manufacturing defects). Indeed, as seen below, all Class Vehicles utilize identical OEM rear windshields⁴:

³ See Dr. John Berry, *The Achilles Heel of a Wonderful Material: Toughened Glass*, GLASS ON WEB (Jan. 12, 2006), <https://www.glassonweb.com/article/achille-heel-wonderful-material-toughened-glass> (“[S]welling of the nickel sulphide inclusions does generate cracks in the glass and any small crack in the tensile zone will cause catastrophic failure. The sluggish property of the transformation results in a delay between toughening (which generates the unstable inclusion) and glass failure.”).

⁴ Lift Gate Glass - Nissan (90300-6RR0A), NISSAN USA OEM PARTS STORE, <https://parts.nissanusa.com/parts/nissan-lift-gate-glass-903006rr0a> (last visited Dec. 30, 2025).



40. Automobile manufacturers are under a mandate and increasing public pressure to improve fuel efficiency, and they have done so in part through lightening the weight of their vehicles by thinning the glass used in rear windshields. Nissan has remained competitive with other manufacturers when it comes to thinning the glass used in its rear windshields. Thinner glass, however, is difficult to temper properly. And because the compressive layers are thinner, there is a much higher likelihood of the panel being compromised.

41. Nissan knows that it must construct its vehicles and rear windshields to withstand foreseeable structural forces on the rear windshields within the Class Vehicles. Nissan's failure to do so with respect to the Class Vehicles is a direct cause of the rear windshield failures.

42. The tempered glass generally shatters into very small pieces, and this debris creates significant risks for passengers. Some families who experienced a rear windshield explosion while driving, for example, reported their infants or children being in the back seat when it happened, and their children's strollers and other belongings being covered in shards of glass. The instinctive

shock and fright from having glass shatter and rain down on you when driving makes such an incident inherently dangerous. Many drivers and occupants who experienced the rear windshield explosions say the sound was so loud and startling that they initially thought it was gunshots or a bomb.

B. Nissan's Knowledge of the Rear Windshield Defect

43. Nissan has long known that the rear windshields in Nissan Rogue vehicles are prone to spontaneous, hazardous shattering.

44. The National Highway Traffic Safety Administration ("NHTSA") has received 45 complaints about rear windshield explosions in the 2023 Nissan Rogue. Of the 90 total complaints submitted to the NHTSA about the 2024 Nissan Rogue, 15 (25%) concerned spontaneously shattering rear windshields.⁵ And, of the 72 total complaints submitted to the NHTSA about the 2025 Nissan Rogue, an astonishing 58 (over 80%) concerned spontaneously shattering rear windshields.⁶ The complaints include incidents that happened when drivers' vehicles were parked, driving slowly, and driving on highways. Furthermore, consumer complaints in NHTSA's database are only a tiny fraction of the actual incidents of exploding rear windshields in Nissan Rogues. All vehicle manufacturers, including Nissan, routinely monitor and analyze NHTSA complaints in order to determine whether vehicles or automotive components should be recalled due to safety concerns, and Nissan thus has knowledge of NHTSA complaints.

⁵ See 2024 Nissan Rogue Vehicle Report, NAT'L HIGHWAY TRAFFIC SAFETY ADMIN., <https://www.nhtsa.gov/vehicle/2024/NISSAN/ROGUE/SUV/AWD> (last visited Dec. 30, 2025).

⁶ See 2025 Nissan Rogue Vehicle Report, NAT'L HIGHWAY TRAFFIC SAFETY ADMIN., <https://www.nhtsa.gov/vehicle/2025/NISSAN/ROGUE/SUV/FWD> (last visited Dec. 30, 2025). Of the complaints that did not involve a shattered rear windshield, two concerned a shattered panoramic sunroof.

45. Below is a small sample of the scores of consumer complaints submitted to the NHTSA about the Rear Windshield Defect:

SEPTEMBER 3, 2025 NHTSA CAMPAIGN NUMBER: 11684872



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11684872

Incident Date: September 2, 2025

Consumer Location: EAST HAMPTON, CT

Vehicle Identification Number: 5N1BT3BB0SC*****

Summary of Complaint

Crash:	No	While driving on the highway, I pressed the rear defrost button for the first time since purchasing the car last April due to a foggy rear window. Shortly after, I noticed through the rearview mirror that the rear gate window had shattered, even though nothing had struck it. When I arrived at work and exited the car, the rear window suddenly broke apart completely, leaving a large hole as if the glass had exploded.
Fire:	No	
Injuries:	0	
Deaths:	0	

1 Associated Product

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

NOVEMBER 24, 2025 NHTSA CAMPAIGN NUMBER: 11701160



COMPONENT: VISIBILITY/WIPER

NHTSA ID Number: 11701160

Incident Date: November 24, 2025

Consumer Location: KEESEVILLE, NY

Vehicle Identification Number: 5N1BT3BB6SC*****

Summary of Complaint

Crash: No Got in my car and was buckeling my seatbelt and then a loud bang..
Fire: No Sounded like a gunshot. The rear window exploded. This is a known issue with Nissan rogue. The sound scared me. I have chest pains from being so scared. Nissan dealer can't do anything and when I called Nissan customer affairs they took information and told me there is no recall and to call my insurance company
Injuries: 0
Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

AUGUST 23, 2025 NHTSA CAMPAIGN NUMBER: 11682630



COMPONENT: VISIBILITY/WIPER

NHTSA ID Number: 11682630

Incident Date: August 22, 2025

Consumer Location: FLORENCE, AL

Vehicle Identification Number: 5N1BT3BA2SC*****

Summary of Complaint

Crash: No The vehicle had been parked for 10 hours while I was at work. I got in the vehicle and shut the door and the back glass shattered. I had security pull up the camera footage of the area my vehicle was parked and no one tampered with it.
Fire: No
Injuries: 0
Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

**COMPONENT: UNKNOWN OR OTHER****NHTSA ID Number:** 11698694**Incident Date:** November 10, 2025**Consumer Location:** MAHANOEY CITY, PA**Vehicle Identification Number:** 5N1BT3BBXSC*******Summary of Complaint**

Crash:	No	I purchased a 2025 Nissan Rogue approximately two weeks ago. Three nights ago, when I left work, I opened the rear driver-side door to place my backpack inside. When I gently closed the door—without slamming it—the entire rear windshield shattered. The glass had no prior damage; I had been regularly using the rear hatch and back seat doors throughout the week with no issues. Safelite came to my home yesterday to replace the rear windshield, and during the appointment we discovered that the liftgate will not open. I attempted every method of opening it: the button on the dashboard, the key fob, the hands-free foot sensor, and even attempting to manually release it. Nothing worked. The technician advised me to take the vehicle to the dealership. Later that afternoon, I brought the vehicle to Wally's Nissan in Hazleton, Pennsylvania. The technicians attempted the same methods I did, including trying to manually open and pry the liftgate. Despite this, the liftgate would not release, and the attempts to access it are resulting in damage to the interior of my brand-new vehicle. I am extremely unhappy with the situation and the condition in which my vehicle is being left. Based on what I have researched, it appears that a piece of shattered glass may be lodged in the latch mechanism, preventing the liftgate from opening. The dealership informed me that they do not know how to proceed and essentially sent me away without a resolution and just blaming the door actuator. At this time, I cannot have the rear windshield replaced because the liftgate cannot be opened. We are approaching winter weather, temperatures are dropping, and I commute an hour to work every day. I cannot be left with a vehicle I just purchased that has no functional liftgate and no rear window, with no guidance or support from the dealership. I am requesting immediate assistance and direction, as this situation is unacceptable. I should not be told "there is nothing we can do"
Fire:	No	
Injuries:	0	
Deaths:	0	

NOVEMBER 19, 2025 NHTSA CAMPAIGN NUMBER: 11700347



COMPONENT: VISIBILITY/WIPER

Consumer Location: LINDENHURST, NY

Vehicle Identification Number: 5N1BT3AB4SC*****

Summary of Complaint

Crash: No On Thursday November 13th, 2025, I drove to work like I do every day.
Fire: No When I got to work and parked, the REAR windshield cracked all on its own. It was not freezing, nor were there any large temperature swings to cause this. Today (Wed Nov 19th, 2025) the Safelite repair man came to replace it. He stated that he sees this quite often with the Nissan Rogue. I called Nissan and they said that they never have heard of this (as i would expect them to say). I would like this investigated as there was nothing done to cause this - no rocks, etc.
Injuries: 0
Deaths: 0

1 Associated Product ▾

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

NOVEMBER 26, 2025 NHTSA CAMPAIGN NUMBER: 11701771



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11701771

Incident Date: November 11, 2025

Consumer Location: CHARLESTON, TN

Vehicle Identification Number: 5N1BT3BB5SC*****

Summary of Complaint

Crash: No The Back glass in the hatch blew a hole in the lower passenger side and then the whole back glass shattered and exploded. I was driving down the interstate. Police report was done. The glass blew from the inside out.
Fire: No
Injuries: 0
Deaths: 0

1 Associated Product ▾

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

DECEMBER 27, 2025 NHTSA CAMPAIGN NUMBER: 11707283



COMPONENT: VISIBILITY/WIPER

NHTSA ID Number: 11707283

Incident Date: November 24, 2025

Consumer Location: Unknown

Vehicle Identification Number: 5N1BT3BB2RC*****

Summary of Complaint

Crash: No Rear window shattered spontaneously ~11/24/25. It was replaced by an approved glass company (insurance) and it again shattered spontaneously ~12/24/25 and was again replaced.

Fire: No

Injuries: 0

Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2024

AUGUST 15, 2025 NHTSA CAMPAIGN NUMBER: 11680823



COMPONENT: VISIBILITY/WIPER

NHTSA ID Number: 11680823

Incident Date: August 7, 2025

Consumer Location: ELIZABETH, NJ

Vehicle Identification Number: 5N1BT3AA0RC*****

Summary of Complaint

Crash: No rear tailgate window exploded for no reason. i work for a fleet company and we have had this happen on at least 8 nissan rogues some in winter some in summer. Glass being blown out is extremely frightening while driving and could increase the risk of a crash. its also a safety issue with glass entering the passenger compartment. This has been reproduced 100s of times.

Fire: No

Injuries: 0

Deaths: 0 there's plenty of online forums where other rogue owners have experienced the same issue.

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2024

DECEMBER 10, 2025 NHTSA CAMPAIGN NUMBER: 11704353



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11704353

Incident Date: December 10, 2025

Consumer Location: BESSEMER CITY, NC

Vehicle Identification Number: 5N1BT3BA9SC*****

Summary of Complaint

Crash: No My back window shattered into a million pieces and the car has been parked under my carport since 4 pm on Monday evening and has not been driven at all since then. Went to walk my dog on Wednesday at around 2:15p noticed glass on the ground and looked and back window was in pieces still attached to the car. I live at least 500 feet off the rode and have no neighbors near my cars.

Fire: No

Injuries: 0

Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

NOVEMBER 7, 2025 NHTSA CAMPAIGN NUMBER: 11698220



COMPONENT: VISIBILITY/WIPER

NHTSA ID Number: 11698220

Incident Date: November 7, 2025

Consumer Location: TELLICO PLAINS, TN

Vehicle Identification Number: 5N1BT3BA1SC*****

Summary of Complaint

Crash: No My car was sitting in my driveway earlier, no trees around, or no one outside. I had walked past the house door and my rear window was busted. We contacted Nissan and they said because there is not a recall, there is nothing they can do.

Fire: No

Injuries: 0

Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2025

NOVEMBER 3, 2025 NHTSA CAMPAIGN NUMBER: 11697242



COMPONENT: VISIBILITY

NHTSA ID Number: 11697242

Incident Date: November 3, 2025

Consumer Location: SPRINGFIELD, OR

Vehicle Identification Number: 5N1BT3BB4SC*****

Summary of Complaint

Crash:	No	The contact owns a 2025 Nissan Rogue. The contact stated that while the vehicle was parked and turned off, the rear window unexpectedly shattered. A local glass specialist arrived at the residence to inspect the vehicle. The vehicle was not officially diagnosed or repaired. The rear window was replaced, and the contact was informed that several vehicles had experienced similar failures. The dealer was not contacted. The manufacturer was made aware of the failure. The approximate failure mileage was 9,000.
Fire:	No	
Injuries:	0	
Deaths:	0	

SEPTEMBER 26, 2025 NHTSA CAMPAIGN NUMBER: 11689853



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11689853

Incident Date: September 25, 2025

Consumer Location: VAN BUREN, AR

Vehicle Identification Number: 5N1BT3BB5SC*****

Summary of Complaint

Crash:	No	I purchased my 2025 Nissan Rogue Rock Creek Edition 5 months ago. The car was sitting in my driveway and the back glass shattered. I was home, no one was around. Warranty doesn't cover glass, so I had to pay out of pocket up to my \$500 deductible with insurance. There were no cracks prior to this happening.
Fire:	No	
Injuries:	0	
Deaths:	0	

1 Associated Product ▾

SEPTEMBER 3, 2025 NHTSA CAMPAIGN NUMBER: 11684796



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11684796

Incident Date: September 3, 2025

Consumer Location: CONWAY, AR

Vehicle Identification Number: 5N1BT3BA9SC*****

Summary of Complaint

Crash:	No	The back windshield shattered in my 2025 nissan rogue. It was sitting in my driveway, I got in my driver's seat, shut the door and my back windshield shattered. I'm unable to drive it because glass keeps falling everywhere. Nissan warranty doesn't cover windows even though there are multiple incidents of this same thing happening. There is no way to prove it is a manufacturer defect. If I took it to the dealership to access the damage there would be no window left and it is unsafe to drive. The dealership doesn't even replace windows so I have to pay out of pocket to fix it. There were no cracks or chips before it happened and it is not covered in bumper to bumper warranty even though it is only 4 months old.
Fire:	No	
Injuries:	0	
Deaths:	0	

OCTOBER 10, 2025 NHTSA CAMPAIGN NUMBER: 11692595



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11692595

Incident Date: October 6, 2025

Consumer Location: VANCOUVER, WA

Vehicle Identification Number: 5N1BT3BB4RC*****

Summary of Complaint

Crash:	No	I rented a 2024 Nissan Rouge from Enterprise. When it was picked up the only noticeable damage was on the driver side back wheel well where the trim piece appeared to be loose and there was a scuff on the finish. On [XXX] around [XXX] a business peer and I were just leaving Rosen Supply in Woodinville, WA. We were in the 2 front seats; car had not yet been turned on, and we were discussing our next business stop. While adding in the address to our phone GPS the back window imploded with no warnings, leaving 2 holes on the side of the window (have photos). In the moment we thought we had been shot at or someone had thrown a rock at the car. No one was around. Then a second implosion happened, and it shot glass out about 3 feet from the car into the parking lot and into the back of the car. This is when all of the glass fell out. Two people from inside of the building heard the explosions and came out to help us. They provided tools to clean up the glass in the parking lot. This was a very traumatic event and caused my peer to have heart palpitations and other concerns. Had I known this was something that could happen I would have chosen a different vehicle to rent. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
Fire:	No	
Injuries:	0	
Deaths:	0	

DECEMBER 19, 2025 NHTSA CAMPAIGN NUMBER: 11706182



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11706182

Incident Date: December 19, 2025

Consumer Location: SPRING HILL, FL

Vehicle Identification Number: 5N1BT3AB5PC*****

Summary of Complaint

Crash: No My 2023 Nissan Rogue rear Window just exploded out. It was not a hot day. I parked in my driveway, came out next day to seer glass all over and my rear window shattered. From what I'm learning this is a common issue

Fire: No

Injuries: 0

Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2023

FEBRUARY 1, 2025 NHTSA CAMPAIGN NUMBER: 11640029



COMPONENT: STRUCTURE, UNKNOWN OR OTHER

NHTSA ID Number: 11640029

Incident Date: January 29, 2025

Consumer Location: OTTAWA, KS

Vehicle Identification Number: JN8AT3DD8MW*****

Summary of Complaint

Crash: No I was driving on highway 68 and heard a loud bang. Like an explosion. Parked my car and found that the sunroof had exploded. It sounded like a gunshot.

Fire: No

Injuries: 0

Deaths: 0

1 Associated Product ^

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2021

MARCH 20, 2024 NHTSA CAMPAIGN NUMBER: 11578602



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11578602

Incident Date: January 29, 2024

Consumer Location: GREENEVILLE, TN

Vehicle Identification Number: 5N1AT3AB1MC*****

Summary of Complaint

Crash:	No	On around [XXX] around 9-10 pm. I hear a muffled explosion. It even vibrated our house. It scared me and our two dogs. On [XXX] we ran errands in my vehicle. We get home. I open her hatch to get stuff out. I hear broken glass sound. I look up to see her rear window completely shattered. With two holes. One in the same area on either side. The glass actually blew outwards!! I called my local Nissan in Greeneville, TN. They told me to bring it in on on [XXX]. Before taking it in. I googled our issue. Low and behold NUMEROUS 2021 Nissan Rogue owners on a Nissan Forum has had the same issue! Nissan denies that there's been any issues have they had to replace any rear windows due to this. On a Nissan Forum other customers have been denied as well!! A company that makes BILLIONS won't accept responsibility. I know one thing. We'll never buy another Nissan for sure. As we had to pay out of pocket almost \$500 to have it replaced. Nissan denied ours as I had to tape it all up. Otherwise it would've fallen out into the road. Roughly 2 dozen or more customers can't be lying nor be wrong. Please help us. As I'm pretty sure it's a bad batch of glass. If it were anything else there'd probably be more. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
Fire:	No	
Injuries:	0	
Deaths:	0	

DECEMBER 28, 2021 NHTSA CAMPAIGN NUMBER: 11445208



COMPONENT: UNKNOWN OR OTHER

NHTSA ID Number: 11445208

Incident Date: December 9, 2021

Consumer Location: NEW HAVEN, CT

Vehicle Identification Number: 5N1AT3AB1MC*****

Summary of Complaint

Crash:	No	I got a brand new 2021 Nissan rogue. My window exploded outward. I just got to work oneday. I'm the only person in the parking lot. I'm sitting in my driver and 15 minutes later boom. On the Nissan forum site there are several more 2021 rogue rear windows blows up. I borrowed the money to pay to get it fixed for \$500. The dealership wanted to keep the car for days to do and investigation to see why it cracked. They would not offer me a loaner car need to drive to work. The warranty would have paid for window but no loaner car to drive so I had to pay out of pocket so I could get back to work. Nissan corporate will not reimburse me for the money for the window and my trunks carpet that still needs to be detailed because of small glass I can't remove from the carpet.
Fire:	No	
Injuries:	0	
Deaths:	0	

46. Additionally, many consumers have written about their experiences with the Rear Windshield Defect on social media websites and other online forums:

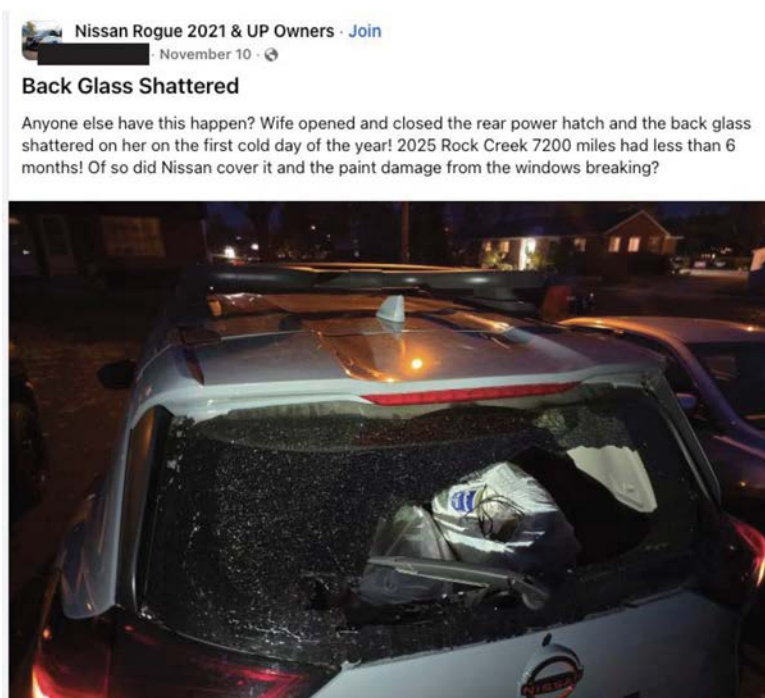
2024 Rouge Back Window Exploded?



Hi folks,

We have had our 2024 Rouge for about 2 months, and today the back window completely exploded backing out of our garage. It's not very hot out, there was nothing in the trunk, and we are shocked.

I looked around and saw some similar posts about this happening, and wanted to see if anyone has had any luck getting this replaced by Nissan under warranty? I'm not very hopeful but we genuinely have no idea how this has happened. All of the sensors and the wiper are completely fine, but we'll probably pay out of pocket.



NISSAN ROGUE · [Join](#)

November 17 · 🌐

I have a 2025 rock creek rogue. Saturday when I got in and closed my driver's side door the back windshield shattered. Has this happened to any of you. Nissan is not going to cover it because there is not a recall out for it.



NISSAN ROGUE · [Join](#)

August 4 · 🌐

I had a 2023 Rogue and bought a 2025 45 days ago. Yesterday the rear window blew out of NOWHERE! I'd like to know if anyone else has experienced this? Nothing hit the window, nothing happened. The car was parked in my driveway and the window exploded with my baby in the back seat!





NISSAN FORUMS.COM

Search Community 🔍

Create thread

New

Garage

Home > Forums > General > **General Discussion**

NISSAN WINDOW EXPLODED !

21 - 40 of 58 Posts

◀ 1 **2** 3 ▶


#21 · May 10, 2022

Just this morning my daughter and Son in-law we're sitting at a red light and the back window of my 2021 Rogue shattered. It looks like what everyone describe (two holes on either side). They called the police thinking someone threw something at the car. They check everything and found nothing. There was no impact, no foreign object found. People around only heard the shattering of the glass and stated they saw nothing or no one..

👍 [Profile Picture]

Reply Quote Like

Save Share




aacuna8852
 2 posts · Joined 2024

#55 · Nov 15, 2024

Mine just happened today. Used the rear defrost for the first time...it sat in my company parking lot the whole day. We have cameras to show nothing or nobody did anything.

[Reply](#)
[Like](#)

[Save](#)
[Share](#)




tfoxster
 1 post · Joined 2024

#50 · Mar 19, 2024

Has anyone had any luck getting anything out of Nissan for this? I just had an extremely unproductive conversation with consumer affairs there, but I woke up to my rear windshield blown out this morning. No drastic weather changes overnight, know anything. They will take no responsibility despite this clearly being a wide set issue.

[Reply](#)
[Like](#)

[Save](#)
[Share](#)



Micah123m Discussion starter
 7 posts · Joined 2021

#1 · Dec 12, 2021

Wow. Nissan is full of it. I got a brand new 2021 Nissan rogue. My window exploded too. I just got to work to days ago early. I'm the only person in the parking lot. I'm sitting in my driver and 15 minutes later boom. It blew up outward. Same as your picture. To small holes and the the middle just caved in. I'm so pissed off. Nissan says they want me to drop it off to do and investigation and take pictures. I said ok so that means I get a loaner car right. NOPE. I got to find my own rental car so they can investigate. Dumb ass company. So I borrowed the money from my boss to fix my car on tomorrow which would be December 13, 2021. I don't recommend Nissan to anyone. Worst car company ever. If any other people want to go against Nissan let me know. They should at least reimburse us the cost of the window. I'm calling Nissan corporate tomorrow to email my receipt and see if they will pay me back. It happened at the wrong time because Christmas is around the corner and I got a 3 year old son that loves toys. This will hurt his Christmas some this year. Please reimburse me because it's cutting in to my 3yr old Christmas this year. There are other stories as well of rear windows exploded outward and around the edges.



Shadow Marie Discussion starter
1 post · Joined 2022

#1 · Aug 31, 2022

Hello all I am the owner of a 2021 Nissan rogue SV, On the 17th of August I was sitting in my vehicles with my daughter and my client, car was off and not moving when all of a sudden there was a big boom almost like an explosion and and we all ducked, when we turn around and looked the back window was shattered and had one big whole to the right and a smaller one the left! There were security cameras where we were and they were checked and nothing hit my vehicle nothing went through window, truck was emptied and check thoroughly and nothing the window just exploded out of nowhere! I called and made a claim to nissan of course they told me that it wasn't covered under warranty and neither was the cut on my clients head from the glass. Dakota at nissan was very rude and told me he didn't care what the forms said because they make the cars! He said they have never had one call or claim about this matter and that I was the first which is a lie! I told him I also leased a 2017 nissan maxima and the passenger side window did the same thing and they covered it, because I was leasing and to not gaslight me, he said I needed to be professional which I was being. I asked what I said that wasn't profession he said he wasn't about to get into that with me! I asked him for his supervisor or to speak to someone else to which he replied that he was the highest person up in nissan and if I didn't want to speak to him then too bad! I'm also going to be making a tiktok so if any of you see this and have had the same problem and have tiktok search for video and add your story please. This cost me 500 deductible because it was 1400 without insurance, plus the cost of rental car, for nissan to not care or be concerned or a little apologetic! My passengers head was cut and no nothing! I'm glad I wasn't driving at the time it would have been way worse! It was the scariest expirience ever!



Abosede
0 posts · Joined 2023

#37 · Jul 6, 2023

This was my Quest last Saturday, we got into the car in the driveway and heard a scattered noise, all my rear windows gone. Shame on Nissan, it happened twice to me in two years.

[Reply](#) [Like](#)

[Save](#) [Share](#)



Waves3131
1 post · Joined 2023

#38 · Sep 5, 2023

This just happened to my 2021 Nissan rogue the other day. Opened door, sat in the driver seat, shut the door and the rear window shattered. It was a beautiful 70° day, nothing had hit my car, it was parked in my driveway and hadn't been driven for about 36 hours, and I live on a quiet street in suburbia. It scared me when it shattered as I didn't know what the heck happened. When I looked at the window I just stood there and stared in disbelief. in each of the four corners it was shattered. I'm going to try to get reimbursed for this from Nissan but this is definitely a problem with their vehicles and there should be a recall.

[Reply](#) [Like](#)

[Save](#) [Share](#)

The exact same thing happened to me. I have a 2021 Nissan Rogue as a company car. I had just dropped my son off at the ice rink and went and parked the car. My mother and I sat in the car and talked for about ten minutes because we had time to kill before his hockey game started. As we were walking up to the ice rink, we heard a loud bang and I looked back and saw glass flying onto the pavement. We were about 50 yards or so away from the car and no one was near it and nothing came in contact with it. At first I thought someone had shot a bullet at my car. I had no idea what was going on and told my mother to stay back. Once I got up to the car, I saw two holes on each side of the rear windshield. I couldn't believe what I was seeing and thought that nobody would believe me. I immediately called my boss, the fleet company, roadside assistance and the insurance company. The insurance company passed me off to Safelite and they told me that the price to fix it was \$999.00... The deductible for the insurance is \$1,000 so that is a very convenient price for them and there was nothing else I could do. They also did not have the part and I had to wait for two weeks. I went to Lowe's and bought a 10 dollar thick clear plastic shower curtain and duct taped it on. It worked well because you could see through it and it was thick so it did not blow in the wind. My company had to pay the bill for this but it was still a gigantic pain in the butt. I still feel like people do not believe me when I tell them this story.



Deerae31


1 post · Joined 2025

#58 · 7d ago

My 2023 Nissan Rogue hatchback window just suddenly popped and shattered! Who do I report this to? I only have 40k miles on it, does that mean it's covered under manufacture warranty?

[Reply](#)
[Like](#)

[Save](#)
[Share](#)



LBell4


1 post · Joined 2025

#8 · Jun 4, 2025

This happened to me yesterday. I was taking my daughter to school. Before we made it out of our neighborhood, we heard a loud boom then cracking. Sounded like something had hit my card but we couldn't find where anything had come through the window. Scariest thing that's happened to me in a very long time! Is Nissan doing anything about this? Luckily I'm having the window replaced today but of course it's going to cost me.

[Reply](#)
[Like](#)

[Save](#)
[Share](#)



TB 2021 Nissan

1 post · Joined 2025

#9 · Sep 11, 2025

Same thing happened to me I went out to my car to go to work and next thing I know it sounded like a bomb went off and my back window had shattered. It was cold and since I assumed it was because of the cold I paid the \$400 to get it fixed. Now I'm wondering if this isn't a faulty back window issue.

[Reply](#)
[Like](#)

[Save](#)
[Share](#)



Nymetals

1 post · Joined 2022

#15 · Jan 16, 2022

This just happened to me while driving down the expressway in my 2021 Nissan Rouge, 10K miles. Sounded like a gun shot when it blew. And it was outward. Leads me to believe it was a material failure.

Attachments



Window.jpg

2 MB

Views: 597

Q Reply Like

Save Share



lhayes

Registered

Joined Jun 26, 2022

1 Posts

#23 · Jun 26, 2022 (Edited)

This very same thing happened to our 2021 Nissan Rogue on June 7th. Drove the vehicle out of the garage down the street- was at a stopped light and heard what I thought was a gunshot through my window and looked behind to see the damage. There was a parked vehicle in the same turn lane behind me as we were at a dead stop. He was just as surprised as I was with nothing but the glass exploding. For reference, garage temp was around 70, outside temperature high 50s. Nissan took care of the cost and replaced the window as it appears this is a VERY common thing now occurring. We were told our dealership has seen this a few times already over the last few months. Problem is, I asked them what the fix was or how I can be assured this won't happen again- they told me there was nothing they could say. Same materials, etc. Whether it is cheap tempered glass as others have noted or installed with too much pressure/framing. With a small toddler and another child on the way who are the primary backseat riders of my vehicle this is absolutely unacceptable and my families safety is at the top of the scale. Luckily at the time of this experience I was the only one in the vehicle but we located plenty of glass that made its way into the second row/trunk and fell outward as well. The fact this could've hit my child in the face OR ANYONE sends me into fury. This should be a mandatory recall on all of these vehicles. We are now trying to get lawyers involved to recoup our money on our vehicle and walk the heck away from Nissan.



r/NissanRogue • 2mo ago
redroomcooper

...

Back window exploded



2023 with 11k miles. Got in the car and when I shut the door the back window shattered. Scared the crap out of me. I see numerous threads about this happening, very crummy they haven't done a service bulletin about it. Dealer won't cover it.



jklogan5 • 1mo ago

This just happened to me. The rear window randomly shattered after we turned on the rear defroster for the first time this year. I got it new 2 years ago. I'm hoping the Nissan dealership will fix it.



1



Reply



Award



Share



Temporary-Ad808 • 9d ago

The same thing happened to me today. The entire back windshield shattered while the car was parked. I used the rear defroster yesterday evening for the first time this season. Where did you start to have it repaired? I can't believe this.



1



Reply



Award



Share





Xnissanowner · 5mo ago

Called Nissan service and told them that this is my 3RD Nissan and I used to be a Nissan master tech., the answer was we are not helping.

↑ 1 ↓ Reply Award Share ...



Independent_Mood8859 · 4mo ago

Same happened to me. I have an 2023 Nissan Rogue. Out of no where, no reason, the back windshield exploded. Glass everywhere. Scared the s... out of me. And I guess as a safety feature the car kept throwing itself in park, I could not even put it in my garage. What would have happened had I been on the expressway or had my grandchildren in the back seat? Very scary! Dealership also said they never heard of this happening. Nissan has some explaining to do!

⊖ ↑ 1 ↓ Reply Award Share ...



Deathwishrok · 4mo ago

Yes, same thing happened to us. Did you have your rear defroster on? They are going to act like they don't know about it, but they do. Definitely call Nissan customer care 1-800-Nissan1 and get a case number started.

⊖ ↑ 1 ↓ Reply Award Share ...



Middle-Dig-6415 · 9mo ago

My 2025 Nissan Rogue back door window spontaneously shattered while driving on Tuesday. The dealership claims they Have never heard of this in their decades of selling cars. They are just fine with me going through my insurance & paying the deductible 😞.

↑ 1 ↓ Reply Award Share ...



BirdAccomplished9449 · 3mo ago

Mine just shattered out of nowhere this morning.

↑ 1 ↓ Reply Award Share ...



[deleted] · 1y ago

This just happened to me a few weeks ago for my 2023 nissan rogue!!!! I was in the car and it sounded like a gunshot. My svu has no tint and was the window it came with. I bought it new in June 2024

⬇️ 2 ⬆️ Reply Award Share ...



Free-Distance9905 · 1y ago

I had the same issue my back window explode NOV.29 2024 the same model and year had it 10 month

⬆️ 1 ⬇️ Reply Award Share ...



Deathwishrok · 4mo ago

I just had the same issue happen too to mine. Rear defroster was on and the window exploded on its own.

⬆️ 1 ⬇️ Reply Award Share ...



Ok-Dream1338 OP · 1y ago

I took it to the dealership and they fixed it. Said they never heard of this before. Went to pick it up yesterday and they told me they had 4 cars come in last week with the same issue!!! Then the dealership called today to have me send a photo of the window after it happened saying more vehicles came today with the same issue!! Sounds like they have glass issues.

⬇️ 2 ⬆️ Reply Award Share ...



Training_Mammoth_339 · 4mo ago

Hi! What dealership what's that? Happens to me too and I want to tell my dealership about it

⬆️ 1 ⬇️ Reply Award Share ...



Deathwishrok · 4mo ago

I just had the same issue happen too to mine. Rear defroster was on and the window exploded on its own. Did the dealership try to give you the runaround?

⬆️ 1 ⬇️ Reply Award Share ...




































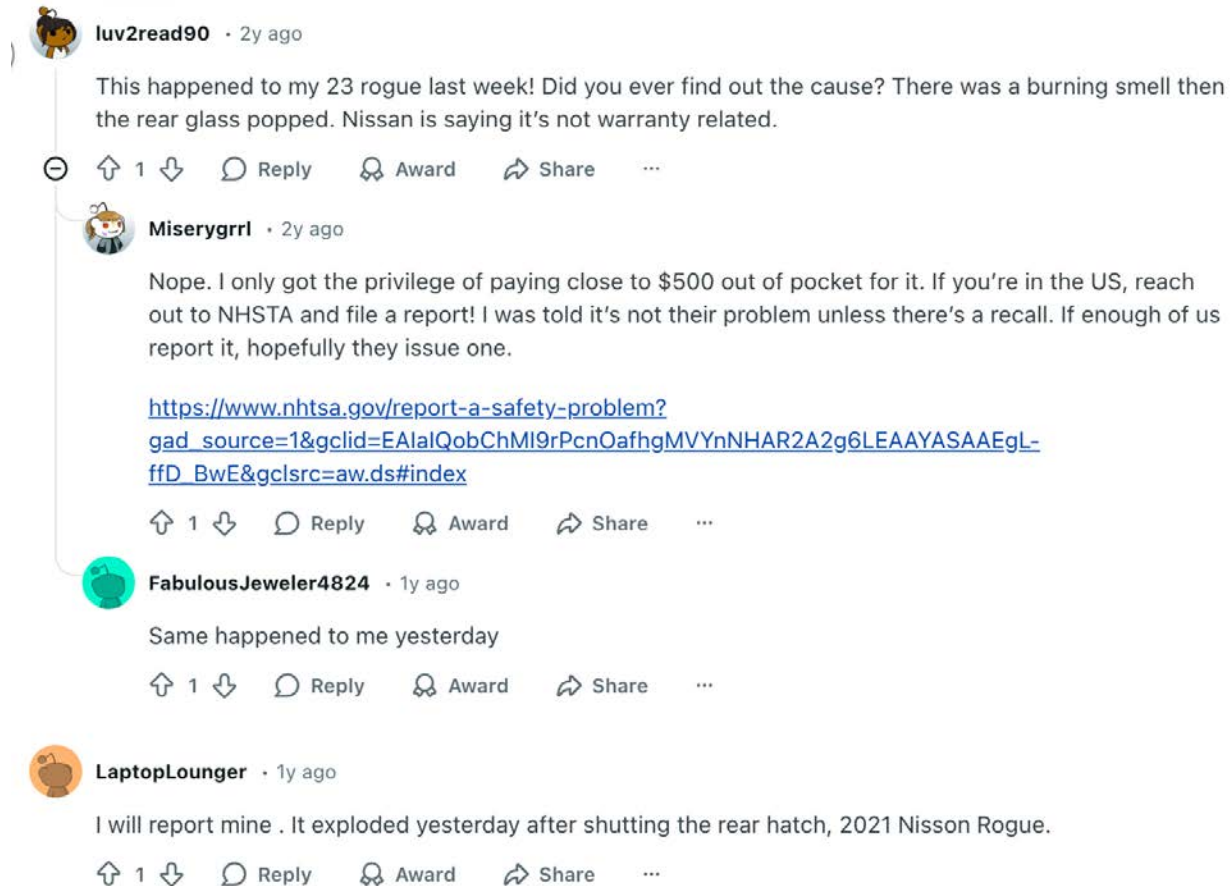
whodaloo · 1y ago

This just happened to me on a rental. Parked it and woke up to a shattered window. We did use the rear defroster for the first time.

Nothing on the hotel security cam. Just shattered on its own.

⬆️ 2 ⬇️ Reply Award Share ...

-  **Miserygrrl** · 2y ago
- I woke up to my rear window, having blown out overnight. No idea why, no drastic change in weather, just completely completely shattered outward.
-   1   Reply  Award  Share ...
-  **luv2read90** · 2y ago
- Did you find out the cause? Happened to my car last week.
-   1   Reply  Award  Share ...
-  **Miserygrrl** · 2y ago
- I did do a lot of searching on these boards and the Nissan boards and it definitely looks like a widespread problem. I just hope enough people are reporting it. Sorry that happened to your car, it sucks.
-  1   Reply  Award  Share ...
-  **FabulousJeweler4824** · 1y ago
- It happened to me yesterday it is a rental I have no insurance. I closed my drivers side door and the back window shattered. I was going to pay for a new window but maybe nissan should. Should I take it to a dealership?
-   1   Reply  Award  Share ...
-  **lovelyti98** · 1y ago
- I just had a similar situation happen with a rental. What was the outcome for you?
-  1   Reply  Award  Share ...



C. Dangers and Costs to Owners, Lessees, and Occupants of Class Vehicles

47. As NHTSA and various manufacturers have acknowledged, the sudden and spontaneous shattering of a car window endangers drivers, passengers, and others on the road. Many consumers who have experienced the issue say it sounds like sudden gunshots or other explosions and that they were startled—a particularly dangerous situation when driving, especially at high speeds. Drivers face an elevated hazard of collision from being startled and distracted by the sudden noise.⁷ At least one passenger reported having heart palpitations and described the experience as traumatic.

⁷ See Nov. 24, 2025 Complaint, NHTSA ID No. 11701160, NAT'L HIGHWAY TRAFFIC SAFETY ADMIN., <https://www.nhtsa.gov/vehicle/2025/NISSAN/ROGUE/SUV/FWD> (last visited Dec. 30, 2025) (“Sounded like a gunshot. The rear window exploded. . . . The sound scared me. I have chest pains from being so scared.”).

48. Additionally, glass shards can fall onto the vehicle's occupants, and there have been reports of dangerous situations such as lacerations to the head, shards of glass landing near infants, and baby strollers being covered in glass shards.

49. After a rear windshield shatters, the occupants and interior of the vehicle are also exposed to the elements—whether low or high temperatures, rain, sleet, snow, hail, or other debris. Moreover, the vehicles are no longer secure because the interior can be accessed through the shattered rear windshield—particularly with a hatchback like the Nissan Rogue. Owners, lessees, drivers, and occupants of Class Vehicles are at an increased risk of having their belongings stolen from their cars.

50. Additionally, the explosion of shattered glass can cause damage to the body of the vehicle, such as scratching the paint or ripping the upholstery, and the repairs for such damage can be costly.

51. Any car windows made of tempered glass cannot be repaired. The rear windshields must be fully replaced at a cost of hundreds of dollars. Until they are replaced, the Vehicle interior may be exposed to the elements such as rain, sleet, snow, and hail, which can cause further costly damage.

52. Despite Nissan's knowledge of the Rear Windshield Defect, it refuses to cover repairs or replacements under its warranty.

53. Many consumers have incurred and will continue to incur substantial expenses for the replacement of shattered rear windshields and repair of any damage caused by the Rear Windshield Defect despite Nissan's knowledge of the defect.

D. Nissan's Failure to Respond to the Defect

54. Nissan knew of the Defect at the time of sale or lease of the defective Vehicles. Plaintiffs and Class Members, however, had no such knowledge, as the Defect is latent in nature and not ascertainable upon reasonable examination of the Vehicle.

55. Upon presentment of the Class Vehicles with the Defect, Class Members are typically told that the Defect is not covered under the applicable warranty as it presents wear and tear, and Class Members are forced to pay out of pocket for new rear windshields.

56. As seen above in numerous consumer complaints, the cost of replacing rear windshields can be hundreds of dollars.

57. Despite having knowledge of the Defect for years, Nissan has failed remedy it in the Vehicles.

58. Nissan concealed, and continues to conceal, and omitted and omits, the fact that the Vehicles contain the Defect. Nissan also continues to conceal the fact that the replacement rear windshields are defective. Despite its knowledge of the Defect, Nissan continues to sell Vehicles without disclosing this material information, a fact which Vehicle owners and lessees cannot reasonably discover until after the purchase is made.

59. Then, when the rear windshields shatter, Nissan (through the sale of OEM parts) and Nissan's dealerships reap significant financial benefits by forcing consumers to replace them at their own cost. And, because Nissan's OEM rear windshields are equally defective, it is only a matter of time before replacement rear windshields shatter and need to be replaced.

E. Nissan's Warranty Makes Promises About Defects

60. Nissan's applicable warranty provides that it covers "repairs needed to correct defects in materials or workmanship of all parts and components of each new Nissan vehicle supplied by Nissan"⁸

61. Plaintiffs and the Class Members reasonably relied on Nissan's warranties regarding the quality, durability, and other material characteristics of its Vehicles.

TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL

62. Any applicable statutes of limitations have been tolled by Nissan's knowing and active concealment of the Defect and misrepresentations and omissions alleged herein. Through no fault or lack of diligence, Plaintiffs and Class Members were deceived regarding the Vehicles and could not reasonably discover the Defect or Nissan's deception with respect to the Defect.

63. Plaintiffs and Class Members did not discover and did not know of any facts that would have caused a reasonable person to suspect that Nissan was concealing a defect and/or the Vehicles contained the Defect and the corresponding safety risk. As alleged herein, the existence of the Defect was material to Plaintiffs and Class Members at all relevant times. Within the period of any applicable statutes of limitations, Plaintiffs and Class Members could not have discovered—through the exercise of reasonable diligence—the existence of the Defect or that Nissan was concealing the Defect.

64. At all times, Nissan is and was under a continuous duty to disclose to Plaintiffs and Class Members the true standard, quality, and grade of the Vehicles and to disclose the Defect and corresponding safety risk due to its exclusive and superior knowledge of the existence and extent of the Defect in Vehicles.

⁸ <https://www.nissanusa.com/content/dam/Nissan/us/manuals-and-guides/shared/2025/2025-nissan-warranty-booklet.pdf>, at 10.

65. Nissan knowingly, actively, and affirmatively concealed the facts alleged herein, and the Defect. Plaintiffs and Class Members reasonably relied on Nissan's knowing, active, and affirmative concealment.

66. For these reasons, all applicable statutes of limitation have been tolled based on, *inter alia*, the discovery rule and Nissan's fraudulent concealment. Nissan is estopped from relying on any statutes of limitations.

CLASS ACTION ALLEGATIONS

67. Pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, Plaintiffs seeks certification of a Nationwide Class as defined below:

All persons residing in the United States who purchased or leased a Nissan Rogue vehicle from model years 2021-25 (the "Nationwide Class").

68. In addition, or in the alternative to the Nationwide Class, Plaintiffs seeks to represent each of the following state-wide class (the Nationwide Class and State-Wide Class are collectively referred to as the "Class"):

All persons residing in New York who purchased or leased a Nissan Rogue vehicle from model years 2021-25 (the "New York Class").

69. The above classes are referred to collectively as the Class. Excluded from the Class are Nissan, Nissan's affiliates, officers and directors, persons or entities that purchased the Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the class definitions if discovery and/or further investigation reveal that they should be expanded or otherwise modified.

70. **Numerosity**: The Class is so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Class is unknown at this time, such information being in the sole possession of Nissan and obtainable by Plaintiffs only through

the discovery process, Plaintiffs believe, and on that basis alleges, that many thousands of impacted Vehicles have been sold and leased nationwide.

71. **Existence/Predominance of Common Questions of Fact and Law:** Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. whether Nissan engaged in the conduct alleged herein;
- b. whether the rear windshields in the Class Vehicles are defective;
- c. whether Nissan sold and leased Vehicles with pre-sale knowledge of the Defect;
- d. whether Nissan knew or should have known of the Defect, and if so, how long it knew of this Defect;
- e. whether Nissan knowingly failed to disclose the existence and cause of the Defect in the Vehicles;
- f. whether the Vehicles are unmerchantable;
- g. whether Nissan breached an express warranty made to Plaintiffs and Class Members;
- h. whether Nissan's conduct alleged herein violates consumer protection statutes, warranty laws, and other laws as asserted herein;
- i. whether Plaintiffs and Class Members overpaid for their Vehicles in light of the Defect;
- j. whether Plaintiffs and Class Members have suffered an ascertainable loss;
- k. whether Plaintiffs and Class Members are entitled to damages, including punitive damages, as a result of Nissan's conduct alleged herein, and if so, the amount or proper measure of those damages; and
- l. whether Plaintiffs and Class Members are entitled to equitable relief, including but not limited to restitution and/or injunctive relief.

72. **Typicality**: Plaintiffs' claims are typical of the claims of the Class since Plaintiffs purchased a Vehicle containing the rear windshield Defect, as did each member of the Class. Plaintiffs and Class Members were injured in the same manner by Nissan's uniform course of conduct alleged herein. Plaintiffs and all Class Members have the same claims against Nissan relating to the uniform conduct and uniform Defect alleged herein, and the same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiffs and all Class Members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Nissan's wrongful conduct in selling and failing to remedy defective Vehicles. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

73. **Adequacy**: Plaintiffs are adequate representative for the Class because Plaintiffs' interests do not conflict with the interests of the Class that Plaintiffs seek to represent. Plaintiffs have retained counsel competent and highly experienced in complex class action litigation—including consumer and automobile defect class action cases—and counsel intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and experienced counsel.

74. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and Class Members. The injury suffered by each individual Class Member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Nissan's conduct. It would be virtually impossible for members of the Class individually to redress effectively the wrongs done to them by Nissan. Even if Class Members could afford such individual litigation, the court system could not. Individualized litigation presents a potential for inconsistent or contradictory judgments.

Individualized litigation increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, an economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Class can be readily identified and notified based upon, inter alia, the records (including databases, e-mails, dealership records and files, etc.) Nissan maintains regarding its sales and leases of the Vehicles.

75. Nissan has acted, and refuses to act, on grounds generally applicable to the Class, thereby making appropriate final equitable relief with respect to the Class as a whole.

CLAIMS FOR RELIEF

COUNT I **BREACH OF EXPRESS WARRANTY** **(On behalf of Plaintiffs and the Class)**

76. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

77. Nissan Defendants are “merchants” as defined under the Uniform Commercial Code (“UCC”).

78. The Class Vehicles are “goods” as defined under the UCC.

79. Nissan expressly warranted that the Vehicles were of high quality and, at a minimum, would function properly.

80. Nissan also expressly warranted that it would repair and/or replace defects in material and/or workmanship free of charge that occurred during the applicable warranty periods.

81. Nissan breached its warranties by selling to Plaintiffs and the Class Members Vehicles with defective rear windshields, which are not of high quality, and which are predisposed to suddenly shatter, presenting an unreasonable safety risk. Nissan also breached its warranty by

failing to provide an adequate repair when Plaintiffs and the Class Members presented their Vehicles to authorized Nissan dealers following manifestation of the Defect.

82. These warranties formed the basis of the bargain that was reached when Plaintiffs and other Class Members purchased or leased their Vehicles equipped with defective Nissan rear windshields.

83. Plaintiffs and Class Members experienced the Defect within the warranty period. Despite the existence of express warranties (including but not limited to Nissan's New Vehicle Limited Warranty), Nissan failed to inform Plaintiffs and Class Members that the Vehicles are defective and failed to fix or eliminate the Defect.

84. As a result of Nissan's actions, Plaintiffs and Class Members have suffered economic damages including, but not limited to, costly repairs, loss of Vehicle use, diminished value, substantial loss in value and resale value of the Vehicles, and other related damages.

85. Nissan was provided notice of the issues complained of herein by numerous complaints filed against it, including the instant lawsuit, within a reasonable amount of time.

86. Plaintiffs and Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Nissan's conduct described herein.

COUNT II
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(On behalf of Plaintiffs and the Class)

87. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

88. The Nissan Defendants are "merchants" as defined under the UCC.

89. The Class Vehicles are "goods" as defined under the UCC.

90. A warranty that the Vehicles were in merchantable quality and condition is implied by law in transactions for the purchase and lease of Vehicles. Nissan impliedly warranted that the Vehicles were of good and merchantable condition and quality, fit for their ordinary intended use, including with respect to safety, reliability, operability, and substantial freedom from defects.

91. The Vehicles, when sold and leased, and at all times thereafter, were not in merchantable condition, are not fit for the ordinary purpose for which vehicles are used, and fall short of a minimum expectation of quality. Specifically, the Vehicles are inherently defective in that the rear windshields—a central component to the Vehicles that go toward the Vehicles' core functionality—are prone to spontaneously shatter due to a common Defect. The Defect renders the Vehicles unmerchantable.

92. Nissan was provided notice of the issues complained of herein by numerous complaints it received about them.

93. Plaintiffs and the other Class Members have had sufficient direct dealings with either Nissan or its agents (e.g., dealerships and technical support) to establish privity of contract between Nissan on one hand, and Plaintiffs and each of the Class Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the Class Members are intended third-party beneficiaries of contracts between Nissan and its dealers (who are Nissan's agents), and specifically, of Nissan's implied warranties. The dealers were not intended to be the ultimate consumers of the Vehicles and have no rights under the warranty agreements provided with the Vehicles; the warranty agreements were designed for and intended to benefit the consumers only.

94. As a direct and proximate result of the breach of said warranties, Plaintiffs and Class Members were injured, and are entitled to damages.

COUNT III
Violation of New York General Business Law
N.Y. Gen. Bus. Law § 349
(On Behalf of Plaintiffs and the New York Class)

95. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if fully set forth herein.

96. Plaintiffs brings this claim on behalf of the New York Class under New York Law.

97. New York General Business Law § 349 states, “Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful.”

98. Nissan engaged in “business,” “trade,” or “commerce” within the meaning of N.Y. Gen. Bus. Law § 349(a).

99. Plaintiffs Delucia-Roitman and Chang are “person[s]” within the meaning of N.Y. Gen. Bus. Law § 349(h).

100. Nissan’s sale of the Vehicles while omitting or concealing the Defect is a “deceptive act or practice” under N.Y. Gen. Bus. Law § 349.

101. Had Plaintiffs and the other Class members been aware of the omitted and misrepresented facts, i.e., that the Vehicles they purchased and leased were defective and would cost them several hundreds of dollars when the rear windshields shattered, Plaintiffs and the other New York Class members would not have purchased and leased the Vehicles or would have paid significantly less for them than they actually paid.

102. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiffs seek damages on behalf of themselves and the New York Class in the amount of the greater of actual damages or \$50 for each violation of N.Y. Gen. Bus. Law § 349. Because Nissan’s conduct was committed willfully and

knowingly, Plaintiffs and the other New York Class members are entitled to recover up to three times their actual damages up to \$1,000.

103. Plaintiffs also seek equitable relief, including an injunction, as the court deems necessary and proper.

COUNT IV
COMMON LAW FRAUD/FRAUDULENT CONCEALMENT
(On behalf of Plaintiffs and the Class)

104. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

105. Nissan made material omissions concerning a presently existing or past fact. For example, Nissan knew about but did not fully and truthfully disclose to its customers the true nature of the inherent Defect with the Nissan Vehicle rear windshields. A reasonable consumer would have expected that the Nissan Vehicle rear windshields would not be defective and pose a serious safety risk.

106. The facts concealed or not disclosed by Nissan to Plaintiffs and Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease Nissan Vehicles or pay a lesser price.

107. Nissan had a duty to disclose the true performance of the Vehicles and the Nissan rear windshields because knowledge of the Defect and its details were known and/or accessible only to Nissan; Nissan had superior knowledge and access to the facts; and Nissan knew the facts were not known to, or reasonably discoverable by, Plaintiffs and Class Members.

108. Had Plaintiffs and the Class known about the defective nature of the Vehicles and their rear windshields, they would not have purchased or leased the Vehicles or would have paid less for them.

109. As a result, Plaintiffs and the other Class Members were fraudulently induced to lease and/or purchase the Vehicles with the Defect and all the resulting problems.

110. These omissions were made by Nissan with knowledge of their falsity, and with the intent that Plaintiffs and Class Members rely upon them.

111. Plaintiffs and Class Members reasonably relied on these omissions and suffered damages as a result. To the extent that Nissan's conduct was willful, oppressive, or malicious, Plaintiffs and Class Members are entitled to an award of punitive damages.

COUNT V
UNJUST ENRICHMENT
(On behalf of Plaintiffs and the Class)

112. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

113. This claim is pleaded in the alternative to the other claims set forth herein.

114. As the intended and expected result of its conscious wrongdoing, Nissan profited and benefited from the purchase and lease of Vehicles manufactured with defective rear windshields.

115. Nissan has voluntarily accepted and retained these profits and benefits, with full knowledge and awareness that, as a result of Nissan's misconduct alleged herein, Plaintiffs and the Class were not receiving Vehicles of the quality, nature, fitness, or value that had been represented by Nissan, and that a reasonable consumer would expect. Specifically, Plaintiffs and the Class Members expected that when they purchased or leased Vehicles, they would not be equipped with a defective rear windshield.

116. Nissan has been unjustly enriched by their fraudulent, deceptive, unlawful, and unfair conduct, and withholding of benefits and unearned monies from Plaintiffs and the Class, at the expense of these parties.

117. Equity and good conscience militate against permitting Nissan to retain these profits and benefits under the circumstances.

PRAYER FOR RELIEF

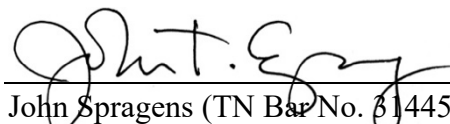
WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, hereby request that this Court enter an Order against Nissan providing the following:

- A. Certification of the proposed Class(es), appointment of Plaintiffs and Plaintiffs' counsel to represent the proposed Class, and notice to the proposed Class to be paid by Nissan;
- B. Temporarily and permanently enjoining Nissan from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- C. Injunctive relief in the form of a recall or free replacement program, a warranty extension, or other injunctive relief as deemed necessary;
- D. Equitable relief in the form of buyback of the Vehicles;
- E. Costs, restitution, damages, including punitive damages, penalties, and disgorgement in an amount to be determined at trial;
- F. An Order requiring Nissan to pay both pre- and post-judgment interest on any amounts awarded;
- G. An award of costs and attorneys' fees; and
- H. Such other or further relief as may be appropriate.

JURY DEMAND

Plaintiffs hereby demand a trial by jury for all claims so triable.

Dated: January 6, 2026



John Spragens (TN Bar No. 81445)

john@spragenslaw.com

SPRAGENS LAW PLC

915 Rep. John Lewis Way S., Suite 100

Nashville, TN 37203

T: (615) 983-8900

F: (615) 682-8533

*Local Counsel for Plaintiffs and the
Proposed Class*

Andrew W. Ferich (*pro hac vice* to be filed)

aferich@ahdootwolfson.com

AHDOOT & WOLFSON, PC

201 King of Prussia Road, Suite 650

Radnor, PA 19087

Telephone: (310) 474-9111

Facsimile: (310) 474-8585

Benjamin F. Johns (*pro hac vice* to be filed)

bjohns@shublawayers.com

Samantha E. Holbrook (*pro hac vice* to be filed)

sholbrook@shublawayers.com

Deirdre Mulligan (*pro hac vice* to be filed)

dmulligan@shublawayers.com

SHUB JOHNS & HOLBROOK LLP

Four Tower Bridge

200 Barr Harbor Drive, Suite 400

Conshohocken, PA 19428

Phone: (610) 477-8380

*Counsel for Plaintiffs and the Proposed
Class*