

IN THE MATTER OF  
AMERICAN HOME PRODUCTS CORPORATION, ET AL.

*Docket 8918. Interlocutory Order, Jan. 21, 1982*

ORDER DENYING PETITION FOR RECONSIDERATION

Respondent American Home Products Corporation ("AHP") has requested Commission reconsideration of its opinion and final order in this matter, pursuant to Rule 3.55 of the Commission's Rules of Practice. Rule 3.55 reads, in relevant part, that any request for reconsideration "must be confined to new questions raised by the decision or final order and upon which the petitioner had no opportunity to argue before the Commission."

Respondent argues that reconsideration should be granted because it was not given an opportunity to address the "substantial question" theory which it alleges was the basis for the substantiation and disclosure requirements in the final order. It notes that the Commission decided the so-called "substantial question" allegations of the complaint on deception grounds, and argues that it could not have anticipated such a result given that the Administrative Law Judge relied on a theory of unfairness in resolving these allegations against respondent. AHP also challenges the basis for the Commission's conclusion that consumers were deceived by AHP's failure to disclose the existence of a substantial question in the scientific-medical community. AHP argues that the conclusion rests on assumptions regarding consumer beliefs about the level of proof for its comparative superiority claims for Anacin that were not in issue below and are unsupported by the record of this proceeding. Finally, AHP argues that it is especially important for the Commission to consider anew its decision in this matter not only because of the allegedly "new" question of consumer beliefs, but because the composition of the Commission has changed since the opinion and final order were issued on September 9, 1981.

We believe that granting respondent's request for reconsideration would be inappropriate. The complaint made it clear that the alleged failure to disclose the existence of a substantial question about AHP's comparative superiority claims, if proven, was an unfair or deceptive practice in violation of Section 5 of the FTC Act. (Comp. ¶¶ 12-14, 25, 27). Thus, AHP was placed on notice from the very beginning that there was a "substantial question" issue which might be decided on the basis of a finding of deception. Further, as the record clearly demonstrates and as complaint counsel point out, Answer to Motion at 2-3, Respondent AHP has vigorously litigated

and argued the merits of the "substantial question" allegations of the complaint throughout this proceeding before the Commission. Respondent's assertion that it was denied notice and opportunity to address the "substantial question" theory as such is thus without merit. (See also C.Op. at 36-38).

In addition, AHP's charge that the differing legal theories of the Initial Decision and the Commission's Opinion on the "substantial question" issue constitute grounds for reconsideration—because it could not have anticipated that the Commission would depart from the approach taken by the ALJ—is also unfounded. The allegations of the complaint, and not the theory of the Initial Decision, set the bounds for decision by the Commission. In this case, as we have noted, the complaint alleged that AHP's failure to disclose the existence of a substantial question was deceptive or unfair. Contrary to what respondent's argument seems to imply, the mere fact that the ALJ's decision was based on an unfairness theory obviously could not have operated to erase the pleaded theory of deception from the case, or otherwise limit or foreclose the Commission's ability to decide the case on that ground. In any event, the distinction between the theories adopted by the Commission and the ALJ was not as dramatic as AHP implies. Both the ALJ and the Commission focused on the untrue implication in AHP's advertisements, absent disclosure of the existence of a substantial question, that it had a reasonable basis for the comparative claims made for its products. That the ALJ couched his conclusion in terms of unfairness rather than deception is, in the context of this case, a difference more of form than of substance.

We also reject respondent's contention that the question of consumer belief, which underlies its motion for reconsideration, was not an issue in the trial or could not have been anticipated by respondent to be an element of the Commission's decision. Again, we refer to the complaint. Paragraph 14 of the complaint alleged that in light of the comparative superiority claims allegedly made by AHP, "the existence of such a substantial question is a material fact, which, if known to consumers, would be likely to affect their consideration of whether or not to purchase such products." This count clearly implied an allegation that consumers may reasonably believe that unqualified comparative superiority claims signaled the absence of any substantial question about them in the scientific-medical community. From the outset, therefore, the nature of reasonable consumer beliefs about the level of support for these claims in the scientific-medical community was in issue.

Furthermore, the question of reasonable consumer beliefs re-

mained very much in issue throughout this litigation. Respondent had abundant opportunity both to challenge the legal argument that extrinsic evidence of consumer beliefs was not essential to a finding of deception under complaint counsel's "substantial question" theory, and to offer such evidence of its own to demonstrate that, contrary to the allegations of the complaint and the Commission's conclusion, consumers would not reasonably believe that AHP's comparative superiority claims were established beyond substantial question in the scientific-medical community.<sup>1</sup>

Finally, we believe respondent's view that the "new" Commission should have an opportunity to consider this case is improperly raised in the context of a motion for reconsideration under Rule 3.55, which speaks solely in terms of new questions and not new Commissions.

For lack of a majority, *it is ordered*, that respondent AHP's motion for reconsideration and accompanying application for oral argument on its motion,<sup>2</sup> filed October 30, 1981, are hereby denied.

Chairman Miller and Commissioner Clanton favor reconsideration. See their attached separate statements.

#### SEPARATE STATEMENT OF CHAIRMAN JAMES C. MILLER III

I agree with the views expressed by Commissioner Clanton in his separate statement. Given the posture of this case, I too think it would be wise for the Commission to stay, or reconsider, its order pending resolution of *Bristol-Myers Company*, No. 8917 and *Sterling Drug, Inc.*, No. 8919, the other two analgesic cases that are before the Commission. Such action would give the Commission the opportunity to modify its order in *AHP*, if necessary, and thereby ensure consistency with respect to the similar issues raised in all three cases.

#### SEPARATE STATEMENT OF COMMISSIONER DAVID A. CLANTON

Respondent argues that the Commission majority's treatment of

<sup>1</sup> The Commission's ruling was based on the capacity of the unqualified advertising claims in question to deceive reasonable consumers, and therefore rested upon evidence tending to show how the advertising could reasonably have been interpreted by consumers, as well as upon the evidence of actual deception that is in the record. See C.Op at 29-32. While the evidence of actual deception, or countervailing evidence suggesting that consumers, in fact, had not been misled might have been relevant, it was not dispositive of the issue.

<sup>2</sup> In this application, respondent argues for the first time in connection with its motion for reconsideration that the Commission may want to reconsider its opinion and order in this matter in order to consider and possibly avoid potential conflict between its decision in this case and two other pending analgesics cases, *Bristol-Meyers Co.*, Docket No. 8917 and *Sterling Drug, Inc.*, Docket No. 8919. The Commission was fully aware of the possible inter-relationship between those cases and this one when it decided to issue its opinion and order in this matter. AHP's concern that after all these cases are decided it could be the only one of the three companies operating under the kind of order issued in this case rests at present on sheer speculation. Should the situation that APH fears be the end result of these proceedings, AHP may, of course, pursue whatever relief it believes is warranted through the reopening procedures of 16 C.F.R. 3.72.

the substantial question issue in its opinion of September 9, 1981, raises a new question warranting reconsideration under Rule 3.55. I dissented from the majority position on the substantial question issue, but I do not believe that respondent's motion satisfies the criteria for further briefing on the matter.

I do believe, however, that the Commission should preserve the option of reviewing the case at the time it resolves the appeals of the other analgesics proceedings (*Bristol-Myers Company*, No. 8917, and *Sterling Drug, Inc.*, No. 8919). The three analgesics cases, at least in part, raise similar issues. It is conceivable that the opinion and order in *American Home Products* will require some modification to ensure that the company and its competitors are treated equally.

Consequently, I think that, purely as an exercise of its discretion, the Commission should have either stayed the order against American Home Products or voted to reconsider the case pending resolution of the other analgesics appeals.

IN THE MATTER OF  
AMERICAN HONDA MOTOR COMPANY, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF  
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

*Docket C-3082. Complaint, Jan. 22, 1982—Decision, Jan. 22, 1982*

This consent order requires, among other things, a Gardena, Calif. motor vehicle dealer to cease failing to mail to each owner of a Honda automobile which was purchased as new, or is currently registered in certain states, a "notice package" containing information regarding the company's redress program for premature fender rusting. The company must timely remove and replace, at no cost to the owner, the front fenders of any Honda automobile experiencing premature rusting within 36 months-in-service, and reimburse eligible owners of affected vehicles for monies spent in trying to correct the premature rusting problem. Respondent is also required to inform its dealers of the firm's obligations under the provisions of the order, and provide them with adequate supplies or reimbursements for replacing rusted fenders. Additionally, the order requires respondent to maintain documents demonstrating compliance with the order for a period of not less than three years.

*Appearances*

For the Commission: *Joel Winston and Jeffrey Karp.*

For the respondent: *Henry P. Sailer, Covington & Burling, Washington, D.C., and James J. Short, Lyon & Lyon, Los Angeles, Calif.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that American Honda Motor Co., Inc., a corporation, hereinafter sometimes referred to as respondent, has violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent American Honda Motor Co., Inc. is a California corporation, with its principal office and place of business at 100 West Alondra Boulevard, Gardena, California.

PAR. 2. Respondent is now, and has been, engaged in the advertising, offering for sale, sale and distribution of Honda automobiles to members of the public.

PAR. 3. In the course and conduct of its aforesaid business,

respondent causes and has caused automobiles to be shipped to purchasers in various States, and therefore maintains, and at all times mentioned herein has maintained, a substantial course of trade in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. For the purpose of this complaint, "premature fender rusting" shall mean hole(s), blister(s) or bubble(s) in the exterior paint or metal of the front fenders, which is caused by rusting of the metal and is not attributable to normal deterioration of the metal as a result of age.

PAR. 5. In the course and conduct of its aforesaid business, respondent offered for sale, sold and distributed 1975-1978 model year Honda automobiles which were subject, in a significant number of instances, to premature fender rusting.

PAR. 6. In the course and conduct of its business, respondent has failed to disclose facts concerning the existence, nature, extent, prevention or proper repair of premature fender rusting affecting certain Honda automobiles manufactured between the period from 1975 to 1978, notwithstanding that it knew or should have known of such facts.

PAR. 7. The facts referred to in Paragraph Six would have been material to many prospective purchasers, because, if known, they would have been likely to affect those persons' decisions concerning the purchase of such automobiles. Respondent has therefore failed to disclose material facts to prospective purchasers of Honda automobiles.

PAR. 8. The facts referred to in Paragraph Six are material to many owners, because, if known, they would be likely to affect those persons' decisions concerning the maintenance, repair, use or care of such automobiles. Respondent has therefore failed, and is failing, to disclose material facts to owners of Honda automobiles.

PAR. 9. Respondent's acts and practices in failing to disclose material facts, as alleged in Paragraphs Six through Eight above, have had, and now have, the capacity and tendency to mislead members of the public, including prospective purchasers and owners of Honda automobiles. Such acts and practices also cause and have caused substantial economic harm to members of the public, including prospective purchasers and owners of Honda automobiles, who make payments for goods or services which they might otherwise not make; or fail to take measures which they might otherwise take to prevent damage to their automobiles.

PAR. 10. Respondent's acts and practices, as alleged herein, were and are all to the prejudice and injury of the public and constituted,

and now constitute, unfair or deceptive acts or practices in or affecting commerce in violation of Section 5 of the Federal Trade Commission Act.

#### DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act; and

The respondent, its attorneys, and counsel for the Commission having thereafter executed an agreement containing all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having considered the matter and having determined that it had reason to believe that the respondent has violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, and having duly considered the comments filed thereafter by interested persons pursuant to Section 2.34 of its Rules, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent American Honda Motor Co., Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the State of California, with its office and principal place of business located at 100 West Alondra Boulevard, in the City of Gardena, State of California.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

## ORDER

For the purposes of this Order, the following definitions shall apply:

1. *Honda automobile(s)* shall mean all 1975, 1976, 1977 and 1978 model year Civics and all 1976, 1977 and 1978 model year Accords sold or distributed by respondent in the United States.

2. *Premature rusting* shall mean the presence of hole(s), blister(s) or bubble(s) in the exterior paint or metal of the front fender, (a) which is caused by rusting of the metal from the underside of the fender, (b) any part of which is within two feet of the rear edge and one foot of the top edge of the fender, and (c) that appeared within the automobile's first thirty-six (36) months-in-service.

3. *Remove and replace* shall mean removal of the fender and replacement with a new fender which has been treated with a zinc coating process similar to Zincrometal with a nominal thickness of 0.5 mils or greater; *provided*, that if said new fender is not reasonably available due to circumstances beyond respondent's control, respondent may use a fender which has been one-side galvanized with a nominal weight of 60 grams per square meter (gm/m<sup>2</sup>) or greater and which has been primed using a cathodic electrodeposition process. This term shall also include all parts and labor necessary to (a) install and paint the replacement fender in as close to a matching color as possible, (b) re-affix all pre-existing trim and accessory items and replace any such items damaged during removal and replacement with identical items, if reasonably available, or similar items, if identical items are not reasonably available, (c) make all adjustments to the automobile necessitated by the removal and replacement of the fender, and (d) repair or replace, as is appropriate, any rusted structural or support component for the fender to the extent necessary to permit proper and sound installation of the fender.

4. *Dealers(s)* shall mean all persons, partnerships, firms or corporations which, pursuant to a Honda Automobile Dealer's sales and service agreement with respondent, receive on consignment or purchase new Honda automobiles from respondent for resale or lease to the public, including any person(s), partnerships(s), firm(s) or corporation(s) owned or operated by respondent.

5. *Owner(s)* shall mean any person, partnership, firm or corporation having custody and/or possession of a Honda automobile, including those automobiles held for resale. This term shall include, but not be limited to, any registered owner or lessee, or person acting on their behalf. This term shall not include insurers, warrantors or



automobile repair facilities which are not registered owners or lessees of the automobile, whether or not acting on behalf of an owner.

6. *Past or current owner(s)* shall mean any person, partnership, firm or corporation having custody and/or possession of a Honda automobile, or which had at any time in the past custody and/or possession of a Honda automobile, including those automobiles held for resale. This term shall include, but not be limited to, any registered owner or lessee, or person acting or who acted on their behalf. This term shall not include insurers, warrantors or automobile repair facilities which are not, and were not, registered owners or lessees of the automobile, whether or not acting on behalf of a past or current owner.

7. *Months-in-service* shall be calculated as beginning on the date on which respondent began warranty coverage on the automobile. If that date cannot be established by respondent, the months-in-service shall be calculated as beginning not earlier than:

1975	Civic 1200, Civic CVCC & Civic Wagon	November 26, 1975
1976	Civic 1200, Civic CVCC & Accord Civic Wagon	December 6, 1976 December 8, 1976
1977	Civic 1200 Civic CVCC Civic Wagon & Accord	December 14, 1977 December 20, 1977 December 5, 1977
1978	Civic 1200 Civic CVCC & Civic Wagon Accord	October 12, 1978 October 26, 1978 October 17, 1978

#### I

*It is ordered*, That respondent American Honda Motor Co., Inc., a corporation, its successors and assigns, and its officers, agents, representatives and employees, directly or indirectly or through any corporation, subsidiary, division or other device, in connection with the advertising, offering for sale, sale or distribution of any motor vehicle in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

A. Failing to send by first-class mail, within sixty (60) days after the date of service of this Order, a notice package consisting of (i) a copy of the letter attached to this Order as Attachment A, incorporated herein by reference, (ii) a copy of the form attached to this Order as Attachment B, incorporated herein by reference, and (iii) a self-addressed, postage-paid envelope. Respondent shall com-

plete all insertions in Attachment A and the top portion of Attachment B for each such notice package. The notice package shall be sent in one envelope, similar in all material respects to Attachment C of this Order, incorporated herein by reference. The notice package shall be mailed to each current registered owner of a Honda automobile which was purchased as new, or is currently registered, in any of the following states. Such owners shall be determined by current state motor vehicle records of a commercial locator service and by respondent's warranty registration records.

Connecticut	Missouri
Delaware	Nebraska
District of Columbia	New Hampshire
Illinois	New Jersey
Indiana	New York
Iowa	Ohio
Kansas	Pennsylvania
Kentucky	Rhode Island
Maine	Vermont
Maryland	Virginia
Massachusetts	West Virginia
Michigan	Wisconsin
Minnesota	

Respondent shall also send or cause to be sent a notice package, with all insertions provided for in Attachment A and the top portion of Attachment B completed, to the extent that information provided by the inquiring past or current owner permits, within thirty (30) days of the inquiry, or sixty (60) days after the date of service of this Order, whichever date is later, to each past or current owner of a Honda automobile who inquires before July 1, 1982\* to respondent or a dealer about respondent's redress program for premature fender rusting, and who:

- i. Was sent a notice package but has not received it by the seventieth (70th) day after the date of service of this Order;
  - ii. Was not sent, and is not scheduled to be sent, a notice package;
- or
- iii. Received a notice package but subsequently lost it.

B. Failing to remove and replace, at no cost to the owner, within 180 days after the owner presents the automobile to a dealer for an inspection with his or her pre-printed Attachment B form, the front

\* Modified by direction of the Commission dated March 4, 1982.

fender(s) of any Honda automobile experiencing premature rusting. Said inspections shall be available at all times during the dealer's normal service hours and shall be performed within a reasonable period of time. At the inspection, respondent shall cause to be returned to each owner three copies of Attachment B with all appropriate insertions completed. Except as otherwise provided by this Order, no owner shall be required to submit an automobile for any purpose or at any time, to a dealer or respondent, in order to receive any benefits under this Order, other than on one occasion for an inspection, and one occasion, at a time mutually agreed upon between the owner and the dealer, for removal and replacement. Each removal and replacement shall be completed within a reasonable period of time after the owner presents the automobile to a dealer for the removal and replacement at a time mutually agreed upon between the owner and the dealer.

*Provided further,* That in each instance where a dealer rejects a request for removal and replacement, respondent shall cause to be provided to each such owner a written report, completed and signed by the dealer, describing in detail the reasons why the request was rejected and containing instructions on how the owner can seek a review of the rejection by respondent. In each case where the rejection is based upon a determination that the front fender(s) are not experiencing premature rusting, as defined by this Order, said written report shall describe in detail the condition of the fender(s) and all tests performed to determine the cause or source of any rusting. Respondent shall review each rejected request within a reasonable time after an owner requests a review from respondent's zone office. In each case where the rejection was based solely upon the dealer's determination that the hole(s), blister(s) or bubble(s) in the exterior paint or metal of the fender were not caused by rusting of the metal from the underside, and unless said rejection is reversed, said review shall include, if requested by the owner, an inspection of the fender(s) by an employee of respondent. Respondent shall provide to each such owner a second written report describing in detail the findings of this inspection.

*Provided further,* That in each instance where the fender(s) on a Honda automobile have not been replaced within 180 days after the owner presented the automobile with the pre-printed Attachment B form to a dealer for an inspection, respondent shall offer the owner the option of receiving either a cash settlement of \$150 per rusted fender, or replacement of the fender within a reasonable period of time set by the dealer. Within sixty (60) days after respondent receives from the owner a completed and signed copy of Attachment

B requesting the cash settlement, respondent shall mail to each such owner a check for \$150 for each front fender experiencing premature rusting. Respondent's obligation under this proviso to offer the cash settlement shall not extend to any owner who fails to present his or her Honda automobile for removal and replacement, within said 180 day period, at the time(s) mutually agreed upon between the owner and the dealer or reasonably scheduled by the dealer if the owner will not agree to a reasonable time.

*Provided further,* That respondent may require any owner whose automobile exceeds thirty-six (36) months-in-service to sign the statement, contained in Attachment B, certifying that the automobile experienced premature rusting, and that the individual was an owner of the automobile, within its first thirty-six (36) months-in-service and is currently an owner.

*Provided further,* That respondent shall not offer any form of compensation for premature rusting to any such owner other than the compensation specifically provided for by this Order.

C. Failing to reimburse any past or current owner of a Honda automobile for all expenses incurred for repairs or replacements which were intended to eliminate premature rusting, whether or not they eliminated the premature rusting. Such reimbursement shall consist of all monies expended by the past or current owner, if the services were performed by a dealer or subcontractor of the dealer; or all monies expended by the past or current owner, or the usual and customary charges in the past or current owner's trade area for the work performed, whichever is lower, if the services were performed by a person, partnership, firm or corporation other than a dealer or subcontractor of the dealer.

Such reimbursement shall be made within sixty (60) days after respondent receives from the past or current owner (i) a completed and signed copy of Attachment B, certifying that the automobile experienced premature rusting, and that the individual was a past or current owner of the automobile, within its first thirty-six (36) months-in-service, and (ii) reasonable evidence of repair or replacement expenses.

*Provided,* That respondent's obligations under this Paragraph shall apply only if such repairs or replacements were made prior to the past or current owner's receipt of a notice package from respondent as provided for by Paragraph A of Section I of this Order.

*Provided further,* That respondent may require any owner to submit his or her Honda automobile to a dealer for an inspection as a condition of reimbursement under this Paragraph.

D. Failing to provide all dealers with adequate supplies of, or in

the alternative to reimburse all dealers to the extent of respondent's normal warranty reimbursement policy and procedures for obtaining, new front fenders and all other items necessary to effectuate the reasonably foreseeable removal and replacement of the fenders.

E. Failing to provide all dealers with adequate supplies of Attachment B, with pre-printed portions blank.

F. Failing to notify all dealers in writing within ten (10) days after the date of service of this Order of the existence of premature rusting, of the terms and conditions of respondent's obligations under this Order, and of the necessity for dealers to avoid any practices which might hinder, delay, restrict or frustrate the proper administration of this Order.

## II

*It is further ordered,* That respondent's obligations under this Order shall not extend to the following:

A. Under Paragraph B of Section I of this Order, (i) to those owners who initially present their automobile to a dealer for an inspection after their automobiles have reached forty-two (42) months-in-service, or after six (6) months after the date of service of this Order, whichever date is later; (ii) to those owners who fail, before May 1, 1983, to present their automobiles for removal and replacement at a time mutually agreed upon between the owner and a dealer, or to mail to respondent a completed and signed copy of Attachment B requesting a cash settlement; or (iii) to more than one owner for each Honda automobile.

B. Under Paragraph C of Section I of this Order, to those past or current owners who mail Attachment B to respondent after their automobiles have reached forty-two (42) months-in-service, or after six (6) months after the date of service of this Order, whichever date is later.

## III

*It is further ordered,* That respondent shall provide to each dealer, within thirty (30) days after date of service of this Order, a display poster, no smaller than 30 inches by 40 inches, in the form of Attachment D to this Order, incorporated herein by reference. Respondent shall advise dealers to place the poster in a conspicuous and accessible location in the service writer's area of the dealership, and to keep the poster posted until July 15, 1982.

## IV

*It is further ordered,* That respondent maintain documents demonstrating compliance with this Order for a period not less than three (3) years. Such documents shall be made available to the Commission or its staff for inspection and copying upon reasonable request, and shall include, but are not necessarily limited to, those revealing:

A. The name and last known address of each owner who was sent the notice package required by Paragraph A of Section I of this Order.

B. The name and last known address of each owner whose notice package was returned by the U.S. Postal Service undelivered.

C. The name and last known address of each owner who requested removal and replacement.

D. The name and last known address of each owner whose fender(s) were removed and replaced, pursuant to Paragraph B of Section I of this Order, within 180 days after the owner presented the automobile to a dealer for an inspection with his or her Attachment B form.

E. The name and last known address of each owner whose fender(s) were removed and replaced more than 180 days after the owner presented the automobile to a dealer for an inspection with his or her Attachment B form, and the number of days in excess of 180 that the fender(s) of each such owner were replaced.

F. The name and last known address of each owner who received a cash settlement due to a dealer's inability to remove and replace the fender(s) within said 180 day period.

G. The name and last known address of each past or current owner who requested reimbursement for prior repairs or replacement of front fender(s) with premature rusting.

H. The name and last known address of each past or current owner who was reimbursed for prior repairs or replacement of premature rusted fender(s), pursuant to Paragraph C of Section I of this Order.

I. All communications between respondent and any zone representative, dealer or past or current owner concerning removal and replacements or reimbursements for repairs or replacements made to Honda automobiles affected by premature rusting. Such documents shall include, but not be limited to (a) all written communications; and (b) all oral communications which are reduced to writing and maintained in the ordinary course of business.

J. Each instance arising under Paragraph C of Section I of this Order where respondent reimbursed a past or current owner of a

