

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
Marriott International, Inc.) File No.: EB-IHD-18-00027109
Holding Various Authorizations in the Wireless) Acct. No.: 201832080005
Radio Services) FRN: 0021842406

ORDER

Adopted: August 28, 2018

Released: August 28, 2018

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve the Commission’s investigation into whether Marriott International, Inc. (Marriott or the Company) violated Section 310(d) of the Communications Act, of 1934, as amended (Act),1 and Section 1.948 of the Commission’s rules,2 related to the transfer of control of wireless licenses when it acquired wireless radio licenses from Starwood Hotels and Resorts Worldwide Inc. (Starwood) prior to receiving approval from the Commission’s Wireless Telecommunications Bureau. To settle this matter, Marriott admits that it failed to obtain the Commission’s approval prior to the transfer from Starwood, will implement a compliance plan, and will pay a \$504,000 settlement amount. These sections of the Act and the Commission’s rules ensure that the transfer and assignment of wireless authorizations is limited to instances where there has been a prior determination that such a transfer or assignment is in the public’s interest, convenience, and necessity.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding Marriott’s compliance with the Act,3 and Section 1.948 of the Commission’s rules,4 pertaining to unauthorized transfers of control and assignments of licenses. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Marriott’s basic qualifications to hold or obtain any Commission license or authorization.5

3. Accordingly, IT IS ORDERED that, pursuant to Section 4(i) of the Act6 and the authority delegated by Sections 0.111 and 0.311 of the Commission’s rules,7 the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

4. IT IS FURTHER ORDERED that the above-captioned matter IS TERMINATED.

1 47 U.S.C. § 310(d).

2 47 CFR § 1.948.

3 47 U.S.C. § 310(d).

4 47 CFR § 1.948.

5 See 47 CFR § 1.93(b).

6 47 U.S.C. § 154(i).

7 47 CFR §§ 0.111, 0.311.

5. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Arne M. Sorenson, President and Chief Executive Officer, Marriot International, Inc., 10400 Fernwood Rd, Bethesda, MD 20817 and Katy M. Ross, Esq., Wiley Rein, LLP, 1776 K Street NW, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

- (i) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-18-00026579 regarding whether Marriott violated provisions of the Communications Laws relating to unauthorized transfer of station licenses and station equipment.
- (j) “Marriott” or “Company” means Marriott International, Inc., its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
- (k) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Marriott to implement the Compliance Plan.
- (l) “Parties” means Marriott and the Bureau, each of which is a “Party.”
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “Starwood” means Starwood Hotels and Resorts Worldwide Inc., its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
- (o) “Unauthorized Transfer Rules” means Section 310(d) of the Act³ and Section 1.948 of the Rules,⁴ pertaining to unauthorized transfers of control and assignments of licenses.
- (p) “Wireless Bureau” means the Wireless Telecommunications Bureau of the Commission.
- (q) “Wireless Radio Services” means all radio services as defined in 47 C.F.R. 1.907.

II. BACKGROUND

3. Section 310(d) of the Act states that “[n]o construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.”⁵ Section 1.948 of the Rules similarly requires Commission consent prior to a transfer of control or an assignment of a Commission license.⁶

4. Marriott is a leading global lodging company operating in 127 countries and territories, which reported revenues of more than \$22 billion in fiscal year 2017.⁷ Headquartered in Bethesda, Maryland, the company operates, franchises, or licenses 6,520 properties worldwide, with a total of 1,257,666 rooms.⁸ Prior to being acquired by Marriott in 2016, Starwood operated luxury and upscale full service hotels, select-service hotels, extended stay hotels, resorts, retreats, and residences worldwide under the brand names St. Regis, The Luxury Collection, W, Westin, Le Méridien, Sheraton, Four Points,

³ 47 U.S.C. § 310(d).

⁴ 47 CFR § 1.948.

⁵ 47 U.S.C. § 310(d).

⁶ 47 CFR § 1.948.

⁷ Marriott, About Marriott International – Find Your World, <http://www.marriott.com/marriott/aboutmarriott.mi> (last visited Feb. 6, 2018).

⁸ *Id.*; Marriott International, Inc., Annual Report (Form 10-K) at 3-4 (Feb. 15, 2018), <https://marriott.gcs-web.com/static-files/971f8164-aad6-47e7-9221-5995e3bc62ff>.

Aloft, and Element.⁹ Starwood reported revenues of more than \$5 billion in 2015.¹⁰ On November 16, 2015, Marriott announced it would purchase Starwood for \$13.6 billion.¹¹

5. On September 23, 2016, Marriott completed its acquisition of Starwood “through a series of transactions,” rendering the latter “an indirect wholly-owned subsidiary” of the former.”¹² Marriott is now the largest lodging chain in the world.¹³

6. On February 22, 2017, Marriott voluntarily disclosed to the Wireless Telecommunications Bureau (Wireless Bureau) that a review of its Commission-licensed facilities revealed that it had participated in corporate acquisitions, asset transfers, and other transactions involving transfers of control of private radio licenses without obtaining prior Commission consent.¹⁴ The Wireless Bureau referred the matter to the Enforcement Bureau, which commenced an investigation. Starwood filed with the Wireless Bureau curative applications seeking Commission consent, *nunc pro tunc*, for 63 transfers of control of 65 non-common carrier licenses and authorizations¹⁵ held or controlled by Starwood to Marriott.¹⁶ These filings were completed in January of 2018, and all such applications remain pending. As admitted in the application filings, Starwood “did not timely file applications seeking prior Commission consent due to an administrative oversight that occurred during a larger transaction involving both U.S. and substantial non-U.S. assets” before completion of the 2016 acquisition of Starwood by Marriott.¹⁷

7. The Bureau’s investigation revealed that the 65 license transfers concerned 63 separate licensee entities,¹⁸ which were comprised of hotels and lodging facilities managed or owned by Starwood as follows: 57 of the licensees are hotel and lodging properties managed by Starwood but owned by third parties, such as the Walt Disney World Swan and Dolphin Resorts (owned by Tishman Realty & Construction Corporation and MetLife) and W Chicago City Center (owned by Chesapeake Lodging Trust); two are hotel and lodging properties owned in part by a third party operating under a joint venture

⁹ Starwood Hotels & Resorts Worldwide Inc., Annual Report (Form 10-K) at 1-3 (Dec. 31, 2015), <http://d1lge852tjgqow.cloudfront.net/CIK-0000316206/62411a1b-07f7-46aa-9ca8-1490a22dbde3.pdf>.

¹⁰ *Id.* at 26.

¹¹ Marriott International, Inc., Marriott International to Acquire Starwood Hotels & Resorts Worldwide, Creating The World's Largest Hotel Company (Nov. 16, 2015), <http://news.marriott.com/2015/11/marriott-international-to-acquire-starwood-hotels-resorts-worldwide-creating-the-worlds-largest-hotel-company/>.

¹² Marriott International, Inc., Annual Report (Form 10-K) at 2 (Feb. 21, 2017), <https://marriott.gcs-web.com/static-files/1abf0778-0524-468d-b892-723e26ceadc2>.

¹³ Halah Touryalai, *World's Biggest Hotels 2017: Marriott Leads The Pack, Hilton Falls* (May 24, 2017), <https://www.forbes.com/sites/halahtouryalai/2017/05/24/worlds-biggest-hotels-2017-marriott-leads-the-pack-hilton-falls/>.

¹⁴ See FCC Form 603, Application for Assignments of Authorization or Transfer of Control, FCC File Nos. 0004808062 (filed Aug. 4, 2011); 0004718069 (filed May 12, 2011); 0004649905 (filed Mar. 28, 2011); 0004568239 (filed Feb. 4, 2011); 0004569039, 0004569115, 0004571235 (filed Feb. 3, 2011); 0004321942 (filed July 14, 2010); 0004210922, 0004210996, 0004211010, 0004211047, 0004211100, 0004211222 (filed April 16, 2010).

¹⁵ Two licensees hold two licenses each; the remainder hold one license each.

¹⁶ Federal Communications Commission, Universal Licensing System, File No. 0007666265 - Marriott International, Inc., Description of Transaction and Public Interest Statement (Feb. 17, 2017) (PIS Statement), <https://wireless2.fcc.gov/UlsEntry/attachments/attachmentViewRD.jsp;ATTACHMENTS=XhwYh2PWZM7Lh3ZsZgKNpFDBTh1L6Qww923brBsfDRq6LQc9x8Yp!-1594719211!-1718746281?applType=search&fileKey=1232872609&attachmentKey=20091666&attachmentInd=applAttach>.

¹⁷ *Id.* at 2.

¹⁸ Two licensees—a Marriott joint venture and a third party—transferred two wireless licenses each to Marriott.

with Starwood (Sheraton New Orleans Hotel and Sheraton Seattle Hotel); two are hotel and lodging properties owned by Starwood subsidiaries (Westin Peachtree Plaza and Starwood Hotels & Resorts The Westin St. John Resort & Villas); and one is a property leased by Starwood (Starwood Hotels & Resorts Worldwide Inc.). Prior to the merger, Starwood employees at individual hotel properties apparently exercised *de facto* control of the associated licenses as part of their regular course of business. Because there were multiple independent transferor entities, comprised of the hotel and lodging entities delineated above, the collective license transfers, although a part of the overall merger of the two companies, necessitated the filing of separate individual applications. All of these individual transfer applications concerned substantial transfers of control.¹⁹ The subject transfers of control were accomplished without obtaining prior Commission consent and now subject Marriott to separate forfeiture determinations for each transaction.²⁰

8. The Investigation did not reveal any evidence of third-party complaints regarding Marriott's unauthorized transfers of control, and the Company indicates that the radio facilities it transferred without Commission authorization were, at all times, intended to facilitate safety and communications in the conduct of its hotel and lodging business operations. Marriott stated that the radio facilities are used to, among other things, support security operations at Marriott's owned and managed properties.²¹ Marriott reported its violations to the Wireless Bureau upon discovery, and the Company acknowledges that, under the Communications laws, the Company should have obtained prior Commission consent to the transfer of control of the licenses. To resolve the Bureau's Investigation, the Parties now enter into this Consent Decree to ensure Marriott's future compliance with all applicable Communications Laws.

III. TERMS OF AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order without change, addition, deletion, or modification.

10. **Jurisdiction.** The Company agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

11. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

12. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, the Company agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective

¹⁹ A substantial transfer of control is, *inter alia*, a transaction involving a change in the controlling ownership interest of a licensee. See *Questions and Answers Regarding Private Wireless Licensees' Obligations Under Section 310(d) of the Communications Act of 1934*, Fact Sheet (Sept. 19, 2000), 2000 WL 1340584, at *2.

²⁰ Section 1.80 of the Rules specifies a \$8,000 penalty for each unauthorized substantial transfer of control. 47 CFR § 1.80 (b)(8); *NECC Telecom, Inc.*, Notice of Apparent Liability for Forfeiture, 31 FCC Rcd 12936, 12944, para. 18 (2016) (payment status pending). Cf. *ENSERCH Corporation*, Forfeiture Order, 15 FCC Rcd 13551, 13555 para. 15 (2000) (citing *Central Illinois Public Service Company*, Notice of Apparent Liability for Forfeiture, 15 FCC Rcd 1750, 1753 para. 7 (1999)).

²¹ Telephonic conference with Katy Ross, counsel for Marriott, Bennett Ross, counsel for Marriott, Matthew L. Conaty, Deputy Division Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, and Gary Oshinsky, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, FCC, (Dec. 20, 2017, 15:30 EST).

Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against the Company concerning the matters that were the subject of the Investigation.²² The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against the Company with respect to the Company's basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.²³

13. **Admission of Liability.** Marriott admits, solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of Paragraph 12 herein, that its actions described in Paragraphs 4 through 8 of this Consent Decree violated the Unauthorized Transfer Rules.

14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, to the extent it has not already done so under its current compliance procedures, the Company shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Company complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Unauthorized Transfer Rules prior to assuming his or her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company agrees that it shall continue to maintain its existing compliance procedures. In addition, within ninety (90) calendar days after the Effective Date, the Company shall develop and implement the measures described below, if not already in place, to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree.²⁴ With respect to the Unauthorized Transfer Rules, including with regard to transfers of control and assignments of wireless licenses as the result of corporate acquisitions or asset transfers, the Company will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, the Company shall establish Operating Procedures that all Covered Employees shall follow to help ensure the Company's compliance with The Unauthorized Transfer Rules. The Company's Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Company complies with the Unauthorized Transfer Rules. The Company shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Unauthorized Transfer Rules.
- (b) **Compliance Manual.** Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Communications Laws that apply to the Company, including the Unauthorized Transfer Rules, and shall set forth the Operating Procedures that Covered Employees shall follow to help

²² The Parties understand and agree that isolated instances of unauthorized transfer of control that pre-date the Effective Date of this Consent Decree, but are discovered after the Effective Date, will be considered to be included within the terms herein, including the provisions contained in Paragraphs 17 and 18, but will not be considered separate violations of this Consent Decree.

²³ See 47 CFR § 1.93(b).

²⁴ The parties understand and agree that the Compliance Plan in Paragraph 15 and associated Compliance Reports in Paragraph 17 will apply only to entities owned, controlled, or managed by Marriott.

ensure the Company's compliance with the Unauthorized Transfer Rules, including procedures required as a result of corporate acquisitions or asset transfers. The Company shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** Within ninety (90) calendar days after the Effective Date, the Company shall establish and implement a Compliance Training Program on compliance with the Communications Laws, including the Unauthorized Transfer Rules, and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the Company's obligation to report any noncompliance with the Communications Laws, including the Unauthorized Transfer Rules, under Paragraph 15 of this Consent Decree, and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within one hundred twenty (120) calendar days after the Effective Date except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. The Company shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

16. **Reporting Noncompliance.** The Company shall report any noncompliance with the Communications Laws, the Unauthorized Transfer Rules, and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to address such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@fcc.gov.

17. **Compliance Reports.** The Company shall file Compliance Reports with the Commission one hundred twenty (120) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of the Company's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, the Communications Laws, and the Unauthorized Transfer Rules, including with regard to transfers of control and assignments of wireless licenses as the result of corporate acquisitions or asset transfers. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer has personal knowledge that the Company: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in Paragraph 16 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement

explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.²⁵

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to address such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@fcc.gov.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in Paragraphs 13 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **Civil Penalty.** The Company will pay a civil payment to the United States Treasury in the amount of five hundred and four thousand dollars (\$504,000) within thirty (30) calendar days after the Effective Date. The Company shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, and Gary Oshinsky at Gary.Oshinsky@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²⁶ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

²⁵ 47 CFR § 1.16.

²⁶ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

20. **Waivers.** As of the Effective Date, the Company waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. The Company shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims they may otherwise have under the Equal Access to Justice Act²⁷ relating to the matters addressed in this Consent Decree.

21. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

22. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

23. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which the Company does not expressly consent) that provision will be superseded by such Rule or Order.

24. **Successors and Assigns.** The Company agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

26. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

27. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

28. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

²⁷ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

29. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Bao Giang Valery Bauduin
Vice President
Marriott International, Inc.

Date