

Before the  
 Federal Communications Commission  
 Washington, DC 20554

In the Matter of	)	
	)	
Marriott Vacations Worldwide Corporation	)	File No.: EB-IHD-18-00028211
	)	Acct. No.: 201932080021
Holding Various Authorizations in the Wireless	)	FRN: 0028316941
Radio Services	)	
	)	

**ORDER**

**Adopted: April 28, 2020**

**Released: April 28, 2020**

By the Chief, Enforcement Bureau:

1. Unauthorized transfers of wireless licenses circumvent the Federal Communications Commission’s ability to determine whether such transfers are in the public interest, convenience, and necessity before the transfers occur. For these reasons, unauthorized transfers of wireless licenses are illegal. As part of our efforts against such illegal license transfers, the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree with Marriott Vacations Worldwide (Marriott or the Company) to resolve its investigation into whether Marriott violated section 310(d) of the Communications Act of 1934, as amended (Act),<sup>1</sup> and section 1.948 of the Commission’s rules (Rules)<sup>2</sup> when it acquired wireless radio licenses from various entities as part of its acquisition of ILG, Inc. (ILG), prior to receiving approval from the Commission’s Wireless Telecommunications Bureau. These sections of the Act and the 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. To settle this matter, Marriott admits that it failed to obtain the Commission’s approval prior to the transfer of licenses associated with its acquisition of ILG and other entities, and the Company agrees to implement a compliance plan and pay a \$70,000 civil penalty.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest will be served by adopting the Consent Decree and terminating the referenced

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<sup>1</sup> 47 U.S.C. § 310(b).

<sup>2</sup> 47 CFR § 1.948.

investigation regarding Marriott's compliance with the Act<sup>3</sup> and the Rules<sup>4</sup> pertaining to unauthorized transfers of control and assignments of licenses.

3. 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.<sup>5</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act<sup>6</sup> and the authority delegated by sections 0.111 and 0.311 of the Rules,<sup>7</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be served via e-mail to J.G. Harrington, counsel for Marriott Vacations Worldwide, at [jgharrington@cooley.com](mailto:jgharrington@cooley.com), and to Barbara Egolf at [Barbara.Egolf@mvmc.com](mailto:Barbara.Egolf@mvmc.com).

FEDERAL COMMUNICATIONS COMMISSION

Rosemary Harold  
Chief  
Enforcement Bureau

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<sup>3</sup> 47 U.S.C. § 310(b).

<sup>4</sup> 47 CFR § 1.948.

<sup>5</sup> 47 CFR § 1.93(b).

<sup>6</sup> 47 U.S.C. § 154(i).

<sup>7</sup> 47 CFR §§ 0.111, 0.311.

Before the
Federal Communications Commission
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In the Matter of )
Marriott Vacations Worldwide Corporation ) File Nos.: EB-IHD-18-00028211
Holding Various Authorizations in the Wireless ) Acct. No.: 201932080021
Radio Services ) FRN: 0028316941

CONSENT DECREE

1. Unauthorized transfers of wireless licenses circumvent the Federal Communications Commission’s ability to determine whether such transfers are in the public interest, convenience, and necessity before the transfers occur. For these reasons, unauthorized transfers of wireless licenses are illegal. As part of our efforts against such illegal license transfers, the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and Marriott Vacations Worldwide Corporation (Marriott Vacations or the Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether the Company violated section 310(d) of the Communications Act of 1934, as amended (Act),<sup>1</sup> and section 1.948 of the Commission’s rules (Rules),<sup>2</sup> pertaining to unauthorized transfers of control and assignments of licenses in the wireless radio service in connection with the Company’s acquisition of ILG, Inc. and other entities in a series of five substantial and two pro forma transactions. As set forth herein, to resolve this matter, Marriott Vacations agrees to implement a compliance plan and pay a \$70,000 civil penalty. This action will 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.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended.<sup>3</sup>
(b) “Adopting Order” means the Order of the Bureau adopting the terms of this Consent Decree without addition, change, deletion, or modification.
(c) “Bureau” means the Enforcement Bureau of the Commission.
(d) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.
(e) “Communications Laws” means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Marriott Vacations is subject by virtue of its business activities, including but not limited to, the Unauthorized Transfer Laws.
(f) “Compliance Officer” means the individual designated in Paragraph 15 of this

<sup>1</sup> 47 U.S.C. § 310(d).
<sup>2</sup> 47 CFR § 1.948.
<sup>3</sup> 47 U.S.C. § 151 et seq.

- Consent Decree as the person responsible for administration of the Compliance Plan.
- (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at Paragraph 16.
  - (h) “Covered Employees” means all employees and agents of the Company who perform, manage, oversee, or supervise the performance of duties that relate to Marriott Vacations’ responsibilities under the Communications Laws, including the Unauthorized Transfer Laws.
  - (i) “Effective Date” means the date on which both the Bureau and Marriott Vacations sign the Consent Decree and the Bureau releases an Adopting Order.
  - (j) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-18-00028211 regarding whether Marriott Vacations violated provisions the Unauthorized Transfer Laws.
  - (k) “Marriott Vacations” or “the Company” means Marriott Vacations Worldwide Corporation, its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
  - (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Marriott Vacations to implement the Compliance Plan.
  - (m) “Parties” means Marriott Vacations and the Bureau, each of which is a “Party.”
  - (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
  - (o) “ILG” means ILG, Inc., its U.S. subsidiaries, affiliates, predecessors-in-interest, and successors-in-interest.
  - (p) “Unauthorized Transfer Laws” means section 310(d) of the Act<sup>4</sup> and section 1.948 of the Rules,<sup>5</sup> pertaining to the unauthorized transfers of control and assignments of licenses.
  - (q) “Wireless Bureau” means the Wireless Telecommunications Bureau of the Commission.
  - (r) “Wireless Radio Services” means all radio services as defined in 47 CFR § 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.”<sup>6</sup> Section 1.948 of the Rules similarly requires Commission consent prior to a transfer of control or an assignment of a Commission license.<sup>7</sup>

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<sup>4</sup> 47 U.S.C. § 310(d).

<sup>5</sup> 47 CFR § 1.948.

<sup>6</sup> 47 U.S.C. § 310(d).

<sup>7</sup> 47 CFR § 1.948.

4. Marriott Vacations is a global vacation ownership company operating in ten countries and territories and reported revenues of \$750 million in the third quarter of 2018.<sup>8</sup> Before Marriott Vacations acquired it in 2018, ILG was a “provider of premier vacation experiences with over 40 properties and more than 250,000 owners in its Sheraton Vacation Club, Westin Vacation Club and other vacation ownership portfolios.”<sup>9</sup> On September 1, 2018, Marriott Vacations completed its acquisition of ILG “in a cash and stock transaction with an implied equity value of approximately \$4.7 billion.”<sup>10</sup> As a result of this acquisition, Marriott Vacations now “has over 100 vacation properties and more than 20,000 vacation ownership units around the world.”<sup>11</sup>

5. On February 13, 2019, Marriott Vacations voluntarily disclosed to the 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 from ILG without obtaining prior Commission consent.<sup>12</sup> Thereafter, Marriott Vacations filed with the Wireless Bureau curative applications seeking a waiver of section 1.948(a) of the Rules to allow the Commission to accept and grant, *nunc pro tunc*, relating back to the effective date of each of the transfers, applications for transfers of control of 69 non-common carrier licenses and authorizations held or controlled by various entities to ILG and Marriott Vacations.<sup>13</sup> These filings were completed on April 11, 2019, and the applications are pending. As admitted in the application filings, ILG did not timely file applications seeking prior Commission consent before completion of the 2018 acquisition of ILG by Marriott Vacations.<sup>14</sup>

6. Marriott Vacations reports that the transfers of the 69 licenses were accomplished in seven transactions between 2007 and 2018.<sup>15</sup> The first of these transactions occurred on May 31, 2007, when ILG’s then-parent company, IAC/InterActiveCorp (IAC), acquired control of Aston Hotels & Resorts, LLC (Aston).<sup>16</sup> On August 20, 2008, ILG was spun off from IAC, and became an independent

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<sup>8</sup> Marriott Vacations Worldwide Corporation, “Marriott Vacations Worldwide “MVW” Reports Third Quarter Financial Results,” <https://www.marriottvacationsworldwide.com/news/2019/11/2019%20Q3%20Financial%20Results.shtml> (last visited Dec. 6, 2019).

<sup>9</sup> Marriott Vacations Worldwide, Press Release, “Marriott Vacations Worldwide to Acquire ILG to Create a Leading Global Provider of Premiere Vacation Experiences,” <http://ir.marriottvacationsworldwide.com/news-releases/news-release-details/marriott-vacations-worldwide-acquire-ilg-create-leading-global> (last visited Dec. 6, 2019).

<sup>10</sup> Marriott Vacation Club, Frequently Asked Questions: ILG Acquisition Status, <https://www.marriottvacationclub.com/owners/ilg-acquisition/> (last visited Dec. 6, 2019) (ILG Acquisition Status).

<sup>11</sup> *Id.*

<sup>12</sup> E-mail from J.G. Harrington, Counsel to Marriott Vacations Worldwide, Cooley LLP, to Jeffrey Tobias, Attorney Advisor, Wireless Telecommunications Bureau, FCC, at 1 (Feb. 13, 2019, 17:17 EDT) (on file in EB-IHD-18-00028211) (Harrington February 13<sup>th</sup> E-mail). Marriott Vacations had previously made the same voluntary disclosures to the Enforcement Bureau on December 10, 2018. See E-mail from J.G. Harrington, Counsel to Marriott Vacations Worldwide, Cooley LLP, to Jeffrey J. Gee, Division Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, at 1 (Dec. 10, 2018, 18:45 EDT) (on file in EB-IHD-18-00028211) (Harrington December 10<sup>th</sup> E-mail).

<sup>13</sup> See Marriott Vacations Worldwide, Application for Transfer of Control, ULS License No. 0008565599, *et al.*, Description of the Transactions, Public Interest Statement, Request for Consent, *Nunc Pro Tunc*, to Transfer of Control, and Request for Waiver (filed Apr. 11, 2019) (Request for Waiver). <http://appsint.fcc.gov/UlsApp/ApplicationSearch/applAdmin.jsp?applID=11393846#>.

<sup>14</sup> See Request for Waiver at 2-4.

<sup>15</sup> Request for Waiver, Attachment 2, Licenses Affected by the Transactions (Licenses List).

<sup>16</sup> Request for Waiver at 2.

company, with ownership of Aston transferred to ILG through a *pro forma* transfer of control.<sup>17</sup> Thereafter, on December 12, 2013, ILG acquired control of Aqua Hospitality, LLC and Aqua Hotels and Resorts, Inc. (collectively, Aqua),<sup>18</sup> with this third transaction resulting in the unauthorized substantial transfer<sup>19</sup> of three licenses from Aqua to ILG.<sup>20</sup> The fourth transaction took place on October 1, 2014, when ILG acquired control of Hyatt Residential Group, resulting in the unauthorized substantial transfer of two additional licenses to ILG.<sup>21</sup>

7. On May 11, 2016, ILG acquired control of Vistana Signature Experiences, Inc. (Vistana) in a two-part transaction.<sup>22</sup> The Vistana acquisition resulted in the unauthorized substantial transfer of twelve licenses from ten separate licensees to ILG.<sup>23</sup> The sixth transaction occurred on November 21, 2011, when Marriott Vacations' then-parent company, Marriott International, Inc., completed a spin-off of Marriott Vacations through a *pro forma* transfer of Marriott Vacations issued and outstanding common stock.<sup>24</sup> This transaction resulted in the unauthorized *pro forma* transfer of an additional 23 licenses from 19 licensees to Marriott Vacations, a newly independent company.<sup>25</sup> Two of these licenses (both issued to The Ritz-Carlton Development Company, Inc.) are no longer in use but have not expired.<sup>26</sup>

8. Finally, on September 1, 2018, Marriott Vacations acquired control of ILG through a series of instantaneous transactions.<sup>27</sup> This resulted in the unauthorized substantial transfer of 27 licenses to Marriott Vacations.<sup>28</sup> Sixteen of these 27 licenses had been previously transferred to ILG without Commission authorization through the Aston, Aqua, Hyatt Residential, and Vistana acquisitions.<sup>29</sup> Eleven licenses were issued to ILG subsidiaries "after they were acquired" by ILG but before the Marriott Vacations merger; three of these licenses (issued to Aston Lakeland Village; Aston Hotel and Resorts, LLC; and Aston Waikiki Beach Hotel) are no longer in use but have not expired.<sup>30</sup>

9. Marriott Vacations reported these violations to the Bureau upon its discovery, and acknowledges that under the Unauthorized Transfer Laws it should have obtained Commission consent prior to the transfer of control of the licenses. To resolve the Bureau's Investigation, the Parties now

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<sup>17</sup> One license was affected by these two transactions. *Id.* A *pro forma* transfer of control involves a non-substantial change in ownership of the license or the licensee entity where the controlling interest is not acquired or lost. *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 \*3 (*Section 310(d) Fact Sheet*).

<sup>18</sup> *Id.*

<sup>19</sup> A substantial transfer of control is, *inter alia*, a transaction involving a change in the controlling ownership interest of a licensee. *See Section 310(d) Fact Sheet* at \*2.

<sup>20</sup> *See Licenses List* at 1.

<sup>21</sup> Request for Waiver at 2; *see Licenses List* at 2.

<sup>22</sup> Request for Waiver at 2.

<sup>23</sup> Licenses List at 2-3. One of the licenses affected by this transfer (and previously issued to Starwood Steamboat LLC) expired May 2, 2018, and was not renewed prior to Marriott Vacations' acquisition of ILG. *Id.* at 3.

<sup>24</sup> Request for Waiver at 2-3.

<sup>25</sup> Licenses List at 4.

<sup>26</sup> Marriott Vacations reports these two licenses have been "surrendered," and it has not filed a new application for these licenses with the Commission. *Id.*

<sup>27</sup> Request for Waiver at 3.

<sup>28</sup> Licenses List at 3.

<sup>29</sup> *Id.* at 2-3.

<sup>30</sup> Harrington December 10<sup>th</sup> E-mail at 1.

enter into this Consent Decree pursuant to which Marriott Vacations will develop and implement a compliance plan to ensure Marriott Vacations' future compliance with the Unauthorized Transfer Laws, and shall agree to pay a civil penalty.

### III. TERMS OF AGREEMENT

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

11. **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.

12. **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 the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission.

13. **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, the Bureau will not use the facts developed in this Investigation through the Effective 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. 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 to set for hearing the question of the Company's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

14. **Admission of Liability.** Marriott Vacations admits, solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 13 herein, that its actions described in Paragraphs 4 through 9 of this Consent Decree violated the Unauthorized Transfer Laws.

15. **Compliance Officer.** Within thirty (30) calendar days of the Effective Date, the Company shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as 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 knowledge of the Unauthorized Transfer Laws prior to assuming his or her duties.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company agrees that it shall, within sixty (60) calendar days of the Effective Date, develop and implement a Compliance Plan designed to ensure compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to Unauthorized Transfer Laws, 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 thirty (30) calendar days of the Effective Date, the Company shall establish Operating Procedures that all Covered Employees must follow to help ensure the Company's compliance with the Unauthorized Transfer Laws. 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 Laws.

- (b) **Compliance Manual.** Within sixty (60) calendar days of 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 Laws, and shall set forth the Operating Procedures that Covered Employees shall follow to help ensure the Licensee's compliance with Unauthorized Transfer Laws, 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 complete. The Company shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Within sixty (60) calendar days of the Effective Date, the Company shall establish and implement a Compliance Training Program on compliance with the Unauthorized Transfer Laws 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 Unauthorized Transfer Laws, under this paragraph 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 sixty (60) calendar days after the Effective Date. Any person who becomes a Covered Employee at any time after the initial Compliance Training Program is conducted shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. The Company shall repeat the 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.

17. **Reporting of Noncompliance.** The Company shall report any noncompliance with the Unauthorized Transfer Laws, 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: (a) each instance of noncompliance; (b) the steps that the Company has taken or will take to address such noncompliance; (c) the schedule on which such remedial actions will be taken; and (d) 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 and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), [Christopher.Sova@fcc.gov](mailto:Christopher.Sova@fcc.gov), and [Gary.Oshinsky@fcc.gov](mailto:Gary.Oshinsky@fcc.gov).

18. **Compliance Reports.** The Company shall file Compliance Reports with the Bureau one hundred and 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 and the Unauthorized Transfer Laws, 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 this Consent Decree.

- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with section 1.16 of the Rules<sup>31</sup> and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (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 remedy such noncompliance, including the schedule on which proposed remedial action will be taken; and (iii) the steps that the Licensee 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 and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), [Christopher.Sova@fcc.gov](mailto:Christopher.Sova@fcc.gov), and [Gary.Oshinsky@fcc.gov](mailto:Gary.Oshinsky@fcc.gov).

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 15 to 18 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

20. **Civil Penalty.** The Company shall pay a total civil penalty to the United States Treasury in the amount of seventy thousand dollars (\$70,000) within thirty (30) calendar days after the Effective Date. The Company acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>32</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment to [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), [Kenneth.Scheibel@fcc.gov](mailto:Kenneth.Scheibel@fcc.gov), and [Gary.Oshinsky@fcc.gov](mailto:Gary.Oshinsky@fcc.gov) on the date said payment is made. The payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),<sup>33</sup> or by wire transfer. The Commission no longer accepts civil penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>34</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment

<sup>31</sup> 47 CFR § 1.16.

<sup>32</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>33</sup> Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

<sup>34</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>35</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the Account – the bill number is the Account number with the first two digits excluded – and then choose the "Pay by Credit Card" option. There is a \$24,999.99-dollar limitation on credit card transactions.
- Payment by ACH must be made by using the Commission's Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated to the Account – the bill number is the Account number with the first two digits excluded – and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

21. **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 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 it may have under the Equal Access to Justice Act<sup>36</sup> relating to the matters addressed in this Consent Decree.

22. **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.

23. **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.

24. **Subsequent Rule or Order.** The Parties agree that if any provision of this 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.

25. **Successors and Assigns.** This Consent Decree shall be binding upon the Company's assigns, successors, and transferees.

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<sup>35</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>36</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

26. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.
27. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.
28. **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.
29. **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.
30. **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

\_\_\_\_\_  
Stephen P. Weisz  
President and Chief Executive Officer  
Marriott Vacations Worldwide Corporation

\_\_\_\_\_  
Date