

Anti-Corruption Statutes and Legal Ethics



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Introductions

Moderator

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Panelists

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Format

1. Michael Diamant will provide a brief overview of anti-corruption statutes.
2. Matt Kaiser will provide a brief review of Rules of Professional Conduct relevant to compliance with anti-corruption statutes.
3. Hypothetical Scenarios Bob Lannan will go over each scenario.
 - a. We will poll the audience for feedback Participate via smartphone.
 - b. Panelists will discuss.
 - c. Audience Q&A
4. General Q&A (time permitting)

Overview of Anti-Corruption Statutes

Michael Diamant, Gibson, Dunn & Crutcher LLP

The U.S. Foreign Corrupt Practices Act (FCPA)

- The FCPA:
 - Prohibits bribery of foreign government officials
 - Requires public companies to maintain accurate records and have internal financial controls
- The FCPA applies to:
 - publicly traded companies in the U.S.
 - companies incorporated or based in the U.S.
 - officers, employees, and agents of such companies
 - U.S. nationals and residents wherever they may be
 - any person who furthers foreign bribery while in the U.S.
- Enforced by:
 - Department of Justice (including the FBI)
 - Securities and Exchange Commission



FCPA Basics

- Two Key Provisions
 - Anti-bribery provisions:
 - Corruptly prohibit giving, offering, promising, or authorizing *anything of value to non-U.S. government officials* in order to obtain or retain a *business advantage*
 - Accounting provisions:
 - Must maintain effective internal controls
 - Must keep accurate books and records
 - Not just corporate accounting ledgers; includes underlying support for transactions

The Accounting Provisions

- What are “books, records, and accounts”?
 - Documents and entries that support an issuer’s financial statements
 - Accounting record of an improper payment – e.g., “commission,” “professional expenses,” “customs services”
 - Fictitious contracts used to support payments
 - Representations to parent company of compliance with accounting policies and SOX sub-certifications
- What is a “system of internal accounting controls”?
 - Intersecting but also different than SOX internal controls’ requirement:
 - No materiality threshold
 - Focus on effectiveness of controls, not merely the presence thereof
 - Compliance versus accounting internal controls

Anti-Bribery Provisions: Prohibited Conduct

- The FCPA prohibits not only actual payments, but also any corrupt offer, promise, or authorization to provide anything of value to a foreign official.
 - No payment needs to be made or benefit bestowed for liability to attach.
 - An offer to make a prohibited payment or gift, even if rejected, is a violation of the FCPA.
- The FCPA also prohibits indirect corrupt payments.
 - The FCPA imposes liability for authorizing, or permitting, approving, or otherwise facilitating, a payment to a third party while “knowing” that the third party will make a corrupt payment.
 - Third parties include local agents, consultants, attorneys, subsidiaries, logistics providers, customs handlers, etc.
- Political or charitable contributions can, under certain circumstances, violate the FCPA if made with corrupt intent.

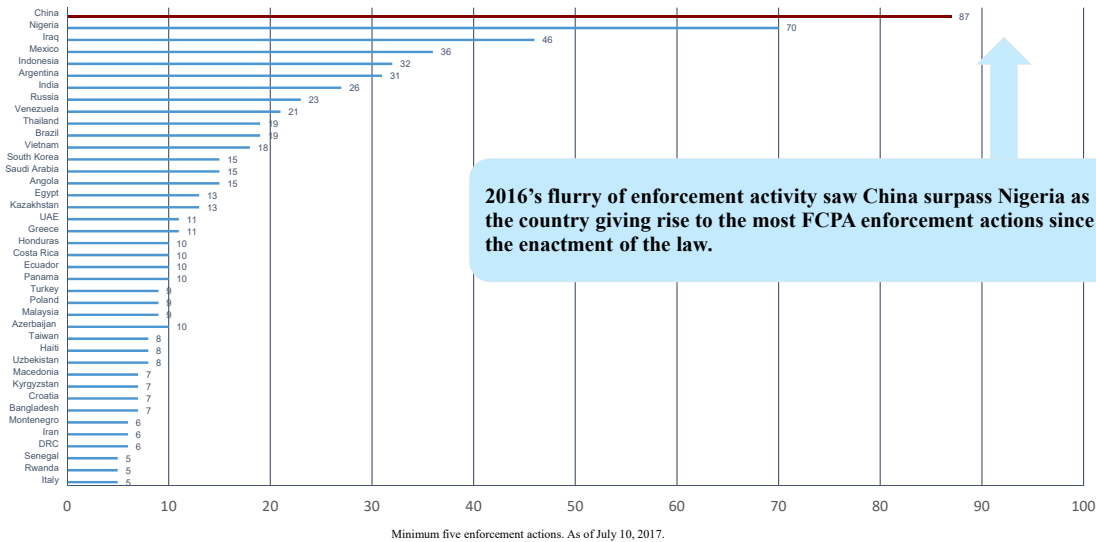
A “Thing of Value”

- There is no “*de minimis*” exception.
- It is not limited to tangible items of economic value.
- It can include anything a recipient would find useful, including:
 - Cash
 - Gifts
 - Entertainment
 - Food and Wine
 - Meals
 - Internships
 - Professional Training
 - Loans
 - World Cup/Olympics Tickets
 - Event Tickets
 - Political or Charitable Contributions
 - Travel
 - Employment
 - Consulting Fees
 - Tuition

Examples of Government Officials

- Mayor
- Health and safety inspectors
- Ministry employees (e.g., Ministry of Tourism)
- Doctors at a state-run (public) hospital (public)
- Staff at a state-run newspaper or television station
- In some countries (e.g., China) many companies are controlled by the state, which increases the likelihood that the counterpart in a business transaction is a “Government Official”

Enforcement FCPA Trends: Enforcement Actions by Region (2005-Present*)



Real-World Examples: Hospitality Industry Risks

- Various governmental interactions and requirements during the development phase of a property.
- Owner conduct, including relationships with third parties and employees.
- Need to obtain and maintain a wide range of licenses and permits for Hotel operations.
- Routine (and often entirely appropriate) use of business courtesies, both for existing customers and for promotional purposes.
- Routine (and often entirely appropriate) provision of hotel-based things of value, including upgrades, complimentary rooms, and other benefits.
- Procurement of a wide range of goods and services, necessitating vigilance in selecting suppliers and controlling payment mechanisms, including cash.

"Almost 55 percent of hotel suppliers have been asked to offer a monetary bribe by a hotel procurement manager, while 72.6 percent of suppliers know of other supply firms that are using bribes." – Hotelier Middle East Supplier Survey 2014

The U.K. Bribery Act (2010)

- U.K. Bribery Act creates four separate offenses:
 - Offering, promising, or giving a bribe to a person (including private parties)
 - Agreeing to receive or accepting a bribe
 - Offering, promising, or giving a bribe to a foreign government official with intent to influence the performance of his or her functions as a public official to obtain or retain business or business advantage
 - Failing as a commercial organization to prevent bribery by associated persons
- The third offense above most closely mirrors the FCPA. But the Bribery Act contains unique features that can present broader risks and harsher penalties for companies with U.K. operations.
- The Bribery Act expands the definition of criminal conduct, including a new strict liability offense; expands the range of organizations and individuals subject to U.K. corruption law; and increases maximum penalties for violations. And the prohibition on bribing government officials has no (explicit) improper purpose or corrupt intent requirement (like the FCPA does).

Active and Passive Corruption

- The Bribery Act outlaws both offering, promising, or giving a bribe and agreeing to receive or accepting a bribe.
- Under section 1, a person is guilty of an offense where he or she offers, promises, or provides a financial advantage to another person to induce or reward the improper performance of a “relevant function or activity” or if the person knows or believes acceptance of the advantage is itself improper performance.
- Under section 2, a recipient of a financial advantage is guilty of an offense if the advantage induces, rewards, is in anticipation of or is itself an improper performance of a “relevant function or activity.”
 - It does not matter if the recipient accepts through a third party, or if the advantage is for the benefit of a third person.

Public Corruption

- Section 6 of the Bribery Act outlaws active public corruption: offering, promising, or giving a bribe to a “foreign public official” with the intent to influence the performance of his or her functions as a public official in order to obtain or retain business or a business advantage.
 - No improper purpose or corrupt intent is explicitly required.
 - Indirect payments count, too.
 - However, it is defense if the official is either permitted or required by “the written law applicable” to the official to be influenced in his or her official capacity by the “offer, promise or gift.”
- “Foreign Public Official”
 - (a) holds a legislative, administrative, or judicial position of any kind for a country outside the UK
 - (b) exercises a public function
 - (i) for or on behalf of a country or territory outside the UK
 - (ii) for any public agency or public enterprise of that country, or
 - (c) is an official or agent of a public international organization

Failure to Prevent Bribery

- Section 7 of the Act makes it a criminal offense for a “**relevant commercial organisation**” to fail to prevent an “**associated person**” from violating Section 1 (active corruption) or Section 6 (public corruption) to obtain or retain “business” or “advantage in the conduct of business” for the commercial organization.
 - But there is no requirement that the underlying conduct have anything to do with the United Kingdom or its citizens or territory.
- “Relevant commercial organisation” is defined as follows:
 - “(a) a body which is incorporated under the law of any part of the United Kingdom and which carries on a business (whether there or elsewhere),
 - (b) any other body corporate (wherever incorporated) which carries on a business, or part of a business, in any part of the United Kingdom,
 - (c) a partnership which is formed under the law of any part of the United Kingdom and which carries on a business (whether there or elsewhere), or
 - (d) any other partnership (wherever formed) which carries on a business, or part of a business, in any part of the United Kingdom.”
- An “associated person” is anyone or anything that “performs services for or on behalf” of the organization, including employees, agents, and subsidiaries.

Adequate Procedures

- If an “associated person” pays a bribe for the benefit of the company, the only defense to criminal liability is to prove that the company had in place “**adequate procedures**” designed to prevent associated persons from committing the conduct at issue.
- Guidance published by the U.K. Ministry of Justice on March 30, 2011, set forth six familiar principles that should be the foundation of anti-bribery compliance programs:
 - Proportionate procedures
 - Top-level commitment
 - Risk assessment
 - Due diligence
 - Communication (including training)
 - Monitoring and review

Jurisdiction under the Bribery Act

- U.K. companies, citizens, and residents, regardless of where the alleged bribery occurs; and
- Non-U.K. nationals and entities where any act or omission forming part of the offense takes place in the U.K.
- The “failure to prevent bribery” offense applies to an entity “which carries on a business, or part of a business, in any part of the United Kingdom.” **The bribery need not have a connection to the U.K.**

Scope of the Bribery Act: Officers and Directors

- Both the FCPA and U.K. Bribery Act reach individuals who do not directly engage in corrupt activities, but who permit them.
- In addition to persons who bribe or accept bribes, the Bribery Act explicitly provides that **senior officers**, including directors, company secretaries, and managers, **who “consented or connived” in any of the offenses set forth in the Act may be held personally liable for that offense.**

Overview of Related Rules of Professional Conduct

Matt Kaiser, KaiserDillon PLLC

ABA Model Rule 1.13 – Organization as Client

Issue (1) from Rule 1.13 – when must a lawyer escalate an issue within a company?

The Rule:

“(b) If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law that reasonably might be imputed to the organization, and that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. Unless the lawyer reasonably believes that it is not necessary in the best interest of the organization to do so, the lawyer shall refer the matter to higher authority in the organization, including, if warranted by the circumstances to the highest authority that can act on behalf of the organization as determined by applicable law.”

Rule 1.13(b) - Escalating continued

Unpacking the rule:

If a person associated with the company is going to:

- (1) act (or fail to act) on behalf of the company to either (a) violate the law or (b) disregard a legal obligation that person has to the company, AND,
- (2) that action would likely to result in a substantial injury to the company, AND

(3) The action is related to the lawyer’s representation,

Then the lawyer **shall** escalate the issue to a higher authority (unless the lawyer reasonably believes it’s not necessary for the company to do that).

Rule 1.13(b) – Escalating continued

- Who to escalate to:
 - “[T]he lawyer shall refer the matter to higher authority in the organization, *including, if warranted by the circumstances to the highest authority that can act on behalf of the organization as determined by applicable law.*”
- Does that mean you have to take a decision to the Board?
- The ABA model rule on this portion of Rule 1.13 is relatively common across jurisdictions.

ABA Model Rule 1.13(c) – Going outside the company with confidences

If you follow the steps for 1.13(b) and escalate an issue to the highest authority in the company, then you *may* reveal client confidences under these limited circumstances.

The Rule:

[I]f (1) despite the lawyer's efforts in accordance with paragraph (b) the highest authority that can act on behalf of the organization insists upon or fails to address in a timely and appropriate manner an action, or a refusal to act, that is clearly a violation of law, and

(2) the lawyer reasonably believes that the violation is reasonably certain to result in substantial injury to the organization,

then the lawyer may reveal information relating to the representation whether or not Rule 1.6 permits such disclosure, but only if and to the extent the lawyer reasonably believes necessary to prevent substantial injury to the organization.”

Unpacking ABA Model Rule 1.13(c)

- It is discretionary – no requirement that you go outside the company
- Unlike ABA Model Rule 1.13(b), it applies only to violations of law – not other “violation[s] of a legal obligation to the company”
- You can do it “only if and to the extent the lawyer reasonably believes necessary to prevent substantial injury to the organization”
 - Only to prevent injury to the company
 - Only to the extent reasonably necessary to prevent that injury (this is not a license to go full open kimono)
- Under ABA Model Rule 1.13(b), this trumps Rule 1.6 (“whether or not Rule 1.6 permits such disclosure”)
- Finally, this only applies to confidences learned in the representation

ABA Model Rule 1.13(c) – the Caveat

- This does not apply if the purpose of your representation is to investigate a violation of law! See 1.13(d):
 - “Paragraph (c) shall not apply with respect to information relating to a lawyer’s representation of an organization to investigate an alleged violation of law, or to defend the organization or an officer, employee or other constituent associated with the organization against a claim arising out of an alleged violation of law.”
- Call it the white-collar criminal defense exception.

ABA Model Rule 1.13(e) – What You Can Do If You're Fired

- If you're fired after you take advantage of Rule 1.13(b) or (c), then 1.13(e) gives you some guidance:
- "A lawyer who reasonably believes that he or she has been discharged because of the lawyer's actions taken pursuant to paragraphs (b) or (c), or who withdraws under circumstances that require or permit the lawyer to take action under either of those paragraphs, shall proceed as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal."

ABA Model Rule 1.13(e) cont'd

- Note that 1.13(e) is pretty limited:
 - You can only take action "as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal"
 - If the highest authority learns that you're fired, Rule 1.13(e) is done.
- This does not license more than that.

Beware of relying on ABA Model Rule 1.13(c) and (e)

- ABA Model Rule 1.13(c) and (e) have not been adopted in every jurisdiction!
- Unlike ABA Model Rule 1.13(b) – which requires a lawyer representing a company to report up the chain, D.C. Rule of Professional Conduct, for example, contains no similar provision to Rule 1.13(c) allowing a lawyer to disclose outside of the company.
- Always read the relevant jurisdiction's rules.
- Choice of law questions about disciplinary authority can be particularly thorny, particularly for in house counsel.

ABA Model Rule 1.6 and whistleblowing

What if you find that Rule 1.13(c) just isn't enough?

ABA Model Rule 1.6(b) may give you more options for disclosing client confidences:

"A lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

- (1) to prevent reasonably certain death or substantial bodily harm;
- (2) to prevent the client from committing a crime or fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer's services;
- (3) to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services"

ABA Model Rule 1.6(b)(1)-(3) Unpacked!

- Still discretionary.
- Unless it's to prevent death or substantial bodily injury, you can't reveal a confidence unless your services furthered the harm
- ABA Model Rule 1.6(b) varies, sometimes substantially, in different jurisdictions.
- Again, read the rules of the jurisdiction that is likely to have disciplinary authority.

ABA Rule 4.1 – Truthfulness to Others

You can't lie to counterparties.

ABA Model Rule 4.1(a):

"In the course of representing a client a lawyer shall not knowingly make a false statement of material fact or law to a third person"

- So, if you've not done due diligence, don't say you have. If you've found a problem, don't say there's not a problem, etc.
- If you're in a negotiation, there's a caveat: "Under generally accepted conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are ordinarily in this category" – ABA Model Rule 4.1, comment 2.

ABA Model Rule 4.1(b) – Failure to Disclose

Under some circumstances, you can't fail to disclose a material fact.

ABA Rule 4.1(b):

“In the course of representing a client a lawyer shall not knowingly . . .

(b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.”

This flips you to ABA Model Rule 1.6, which we covered earlier. But note that Rule 1.6(b) is discretionary – here that discretion is removed.

ABA Rule 8.4(c) – Dishonesty generally

You also cannot be dishonest. See ABA Model Rule 8.4(c)

“It is professional misconduct for a lawyer to:

...

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation”

- This is a broader category of conduct than that covered by ABA Rule 4.1.

Hypotheticals

Ladies and Gentlemen, start your smartphones.

Hypothetical #1: Due Diligence

Your client, UltraLuxe Hotels, wants to acquire the Lujo Jungle Reserve, an eco-resort that sits on a highly regulated, protected reserve in Costa Rica.

UltraLuxe has engaged you to assist with anti-corruption due diligence:

- It said it wants you to assess whether there are any concerns from an FCPA or local law perspective.
- But it also wants you to “**kick the tires generally** in case anything else comes up.”

Live Poll: www.eventmobi.com/HLLS17

True or False?

The FCPA requires the buyer to conduct pre-acquisition due diligence.

- A. True**
- B. False**

Poll Results: 53.2% True
46.8% False

You prepared a detailed due diligence questionnaire and a targeted document request relating to anti-corruption issues, and have begun to receive the responses.

True or False?

If the seller reports that it does not have a robust anti-corruption compliance program, the buyer's counsel should recommend withdrawing from the deal.

- A. True**
- B. False**

Poll Results: 91.5% False
8.5% True

- You reviewed the documents and did not find any that reflected an obvious bribery issue.
- The seller's questionnaire also confirmed that Lujo "had not been the subject of, or ever been involved in, any investigation."

However, two of the documents seemed interesting:

1. One suggests that Lujo Jungle Reserve's **environmental impact assessment may have been inadequate.**
2. Another suggests that in 2009 Lujo conducted an internal investigation into potential embezzlement, and concluded that the company had "**ineffective controls regarding the use of petty cash.**"

Should the documents be included in your report?

- A. Yes, report on both.**
- B. Report on the environmental document but not the petty cash one.**
- C. Report on the petty cash document but not the environmental one.**
- D. Report on neither.**

Poll Results: A: 77.6%

B: 8.2%

C: 8.2%

D: 6.1%

Panel Discussion of Hypothetical #1: Due Diligence

Hypothetical #2: Attorney as Whistleblower

You are the in-house counsel in connection with the same transaction described previously. Your outside counsel has brought the same two documents to your attention:

1. Potential deficiencies in the environmental impact assessment
2. Report of potential embezzlement and internal controls gaps

You ask your lead outside counsel to ask the seller for more detailed explanations.

A week later, your outside counsel writes you the following email:

*"It's really bad. I think the property **hasn't had a valid environmental permit for 10 years**. I'm no Costa Rican lawyer, but I think that means **the whole property can be shut down by the government**. Not sure though. The seller's lawyers have told me not to worry about it – **they can call a guy and get it fixed right away**.*

*"On the embezzlement thing – it looks like the former **General Manager had been taking a little "bonus" from the house accounts every few months**. He was the only one who could sign the house checks, so no one had visibility into what he was doing. I think it's still going on – but the other side isn't giving me any more documents to confirm. Looks like the **property owner doesn't know about it**."*

You're really concerned now. You decide to call your boss right away.

Your boss isn't anywhere nearly as troubled as you are.

1. On the environmental issue, she says, **"The seller needs to do whatever they need to do to get the permit thing fixed. We don't own the place yet; not our problem. Plus, you know how things work down there. Whatever it takes as long as they have it by closing."**
2. On the embezzlement issue, she says, **"Listen, if they haven't told the owner, it's their problem, not ours. We'll fire the management company and put in our controls when we acquire it."**

You push back, and say “I really don’t agree. We should raise this with the business team – they need to know.”

Your boss overrules you, and says, **“It’s not a legal issue; it’s a business issue. And besides, this deal has to close right away.”**

You consider whether to escalate these issues to your board of directors’ audit committee. Should you?

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- A. Yes, escalate both issues.**
- B. Escalate only the environmental issue.**
- C. Escalate only the petty cash/internal control issue.**
- D. Escalate neither issue.**

Poll Results: A: 48.9%
B: 21.3%
C: 17.0%
D: 12.8%

Panel Discussion of Hypothetical #2:
Attorney as Whistleblower

Hypothetical #3: “But it’s Urgent!”

- You are an in-house attorney at a U.S. based-international hotel chain. Your company has been listed on the New York Stock Exchange since 1999.
- Your company’s most profitable managed property is in Macau, China—one of the gambling capitals of the world.
- You know that Macau is a high-risk market for corruption issues, and you’ve prepared:
 - Periodic audits
 - Compliance training
 - Regional compliance officers appointed
 - Special attention to areas of high risk

- You get a call from the compliance assistant in the region. It’s the week before the Chinese New Year—one of the busiest times for the hotel—and a local government official has showed up to the hotel for a “**surprise inspection of the casino.**”
- The compliance assistant **had never heard of such an inspection**, and the General Manager is concerned.

- You call the General Manager immediately and ask for more information about the inspection. He says, “**This is an urgent situation for us.** We’re at 100% occupancy the next few days; **we can’t have them shut down the casino.**”
- You explain, “You should **cooperate with the inspection**, and ask for documentation of any issues. I will contact our local lawyer in China to go to the hotel and be there for the inspection.”

You call and leave a message with your outside counsel in China.

But before your outside counsel returns your call, you receive a call from the hotel General Manager.

And this is what he says:

- “I spoke to the inspector and showed him the records he wanted to see . . .
- “He said everything was fine, but that we had been late on getting a particular permit . . .
- “He said we had to pay a US\$1,000 penalty . . .
- “I didn’t think we even needed the permit he mentioned and hadn’t even heard of such a permit before . . .
- “But I wasn’t going to risk it for such a low amount of money, **so we paid it.**”
- “So, do you need me to document that somewhere?”

True or False?

You need him to document that somewhere.

A. True

B. False

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Poll Results: True: 91.7%

False: 8.3%

Panel Discussion of Hypothetical #3:
“But it’s Urgent!”

Hypothetical #4:
The Government Official/Owner

- You are the in-house attorney for the management company that runs a luxury hotel in the Kingdom of Genovia. A member of the Genovian Royal Family owns the tower, but your company manages the property.

True or False?

The FCPA prohibits a U.S. company from entering into private business transactions with foreign government officials.

- A. True**
- B. False**

Poll Results: False: 93.8%

True: 6.3%

- A standard clause in your company's management agreements is that a hotel owner may use a standard suite for up to two weeks per year, free of charge.
- You have been careful to ensure that—given the Royal Family ownership—the owners of the hotel receive exactly the same as other properties' owners—no more, no less.

True or False?

If the benefits offered are provided for in a hotel management agreement approved by a more senior government official, the benefit would likely not violate the FCPA.

- A. True**
- B. False**

Poll Results: False: 58.8%
True: 41.2%

True or False?

Now assume that a state-owned entity owns the hotel.

If the benefits offered are provided for in a hotel management agreement approved by a more senior government official, the benefit would likely not violate the FCPA.

- A. True**
- B. False**

Poll Results: False: 74.2%

True: 25.8%

Continue to assume that the hotel is state-owned. This year, the Royal Family member has asked for a stay of three weeks, and be upgraded to the Supreme Suite—your most luxurious, two-level suite . . .

. . . to entertain their good friends, the Royal Family of Zamunda.

The property's General Manager agrees to the request because . . .

- Even though the hotel is quite busy that week . . .
 - and the room could have sold for a lot of money . . .
 - he understands that the Genovian Royal Family member is planning on building a new tower nearby . . .
 - and it would be a good business opportunity to try to sign a management agreement for that tower too . . .
 - and it couldn't hurt the company's development in Zamunda either.
-
- So, he asked the hotel's Director of Finance to register the transaction on the books as 2 weeks at the basic suite price, with the difference in cost logged to a "business development" account—and the entire final week logged to that account as well.

At your annual regional retreat, the Director of Finance casually mentions all of this to you during a dinner.

Discuss.

*Hypothetical #5:
Investigating at a Managed Property*

We're still in Genovia.

- You decide to conduct a brief internal investigation to understand what really happened with the royal owner at the hotel.
- Even though the Royal Family owns the tower, the hotel's employees work for the management company. Therefore, you issue a document hold, collect relevant emails, develop an investigation plan, and schedule interviews with hotel employees.
- The Royal Family member knows you've finished your work and asks for a call to discuss your findings.

True or False?

You may safely share this information with the hotel owner.

- A. True**
- B. False**

Live Poll: www.eventmobi.com/HLLS17

Poll Results: True: 54.5%
False: 45.5%

Panel Discussion of Hypothetical #5:
Investigating at a Managed Property

Q&A