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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,	)	
	)	CIVIL NO. 70-310
Plaintiff,	)	
	)	PARTIAL FINAL
v.	)	<u>JUDGMENT</u>
	)	
GREATER PORTLAND CONVENTION	)	Entered: <u>11/29/71</u>
ASSOCIATION, INC.; HILTON HOTELS	)	
CORPORATION; ITT SHERATON	)	
CORPORATION OF AMERICA; and	)	
COSMOPOLITAN INVESTMENT, INC.,	)	
	)	
Defendants.	)	

Plaintiff, United States of America, having filed its complaint herein on May 12, 1970, and the consenting defendants having appeared by their respective attorneys and having filed their respective answers to such complaint denying the substantive allegations thereof; and plaintiff and consenting defendants, by their respective attorneys, having separately consented to the making and entry of this Partial Final Judgment pursuant to the Stipulation filed herein on October 26, 1971 without trial or adjudication of or finding on any issue of fact or law herein, and no testimony having been taken herein and without this Partial Final Judgment constituting any evidence against or admission by any party to said Stipulation with respect to any such issue and upon consent of the parties hereto,

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

2 I

3 This Court has jurisdiction of the subject matter herein  
4 and of the consenting defendants. The complaint states a  
5 claim upon which relief may be granted against the con-  
6 senting defendants under Section 1 of the Act of Congress  
7 of July 2, 1890, entitled "An Act to protect trade and  
8 commerce against unlawful restraints and monopolies," com-  
9 monly known as the Sherman Act, as amended (15 U.S.C. § 1).

10 II

11 As used in this Partial Final Judgment:

12 A. The term "consenting defendants" means the  
13 defendants Greater Portland Convention Association, Inc.  
14 (hereinafter GPCA), Hilton Hotels Corporation, ITT Sheraton  
15 Corporation of America, and Cosmopolitan Investment, Inc.;

16 B. The term "each hotel defendant" means each of  
17 the consenting defendants Hilton Hotels Corporation, ITT  
18 Sheraton Corporation of America, and Cosmopolitan Invest-  
19 ment, Inc., and any hotel owned, operated or managed by  
20 each said consenting defendant;

21 C. The term "person" means any individual, partner-  
22 ship, firm, association, corporation or other business or  
23 legal entity;

24 D. The term "hotel" means any company, firm, or  
25 other business entity that provides lodging for the public;

26 E. The term "purchase" means purchase, lease or  
27 rental;

28 F. The term "hotel supplies" means any goods, wares,  
29 merchandise or services (excluding services provided by  
30 a hotel's own employees) obtained by a hotel;

1 G. The term "hotel supplier" means any person who  
2 sells or otherwise provides hotel supplies to hotels, and  
3 any agent or employee of such person;

4 H. The term "convention bureau" means any  
5 person who raises money by solicitation or collection of  
6 contributions or dues, for use in:

- 7 (1) Promoting assemblies, conventions,  
8 conferences, meetings or similar events;  
9 (2) Obtaining hotel patronage; or  
10 (3) Obtaining other direct commercial  
11 benefits for hotels.

12 I. The term "Portland hotel supplier" means any  
13 hotel supplier located within a fifty (50) mile radius  
14 of Portland, Oregon, who has within two years prior to  
15 the date of the filing of this Partial Final Judgment sold  
16 hotel supplies to any hotel in Portland, Oregon, owned,  
17 operated or managed by any of the hotel defendants;

18 J. The term "contribution list" means any document  
19 which in any manner indicates, with respect to any hotel  
20 supplier:

- 21 (1) Whether it has or has not paid  
22 dues or contributions to;  
23 (2) Whether it belongs or does not  
24 belong to;  
25 (3) The amount of contributions or  
26 dues it has been assessed by; or  
27 (4) The amount of contributions or  
28 dues it has failed to pay to  
29 any convention bureau.  
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III

The provisions of this Partial Final Judgment applicable to any consenting defendant shall apply to such consenting defendant, its subsidiaries, successors, assigns, and to their respective officers, directors, agents and employees, and to all persons in active concert or participation with any of them who receive actual notice of this Partial Final Judgment by personal service or otherwise; provided, however, that this Partial Final Judgment shall not apply to transactions or activity outside the United States.

IV

Each consenting defendant is enjoined and restrained from:

A. Directly or indirectly in any manner entering into, adhering to, or claiming or maintaining any right under any contract, agreement, arrangement, understanding, plan or program with any other hotel or with any convention bureau to:

(1) Give or promise to give preferential treatment in purchasing hotel supplies to any hotel supplier;

(2) Curtail or terminate, or threaten to curtail or terminate, the purchase of hotel supplies from any hotel supplier;

B. Engaging in any other agreement, understanding, combination, conspiracy or concert of action having similar purpose or effect.

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2 Each hotel defendant is enjoined and restrained from:

3 A. Circulating any contribution list among its  
4 employees;

5 B. Utilizing the information contained in any  
6 contribution list in making any decision concerning the  
7 purchase of hotel supplies;

8 C. Disclosing to any convention bureau the  
9 amount of hotel supplies it has purchased from any hotel  
10 supplier;

11 D. Soliciting, demanding, urging, requesting or  
12 otherwise seeking from any person known by said defendant  
13 to be a hotel supplier any payment of money by contributions,  
14 dues or otherwise to any convention bureau;

15 E. Giving or promising to give to any hotel supplier  
16 preferential treatment in the purchase of hotel supplies  
17 by reason of that hotel supplier's payment of money by  
18 contributions, dues or otherwise to any convention bureau;

19 F. Curtailing or terminating, or threatening to cur-  
20 tail or terminate, its respective purchases from any hotel  
21 supplier by reason of that hotel supplier's refusal or  
22 failure to pay money by contributions, dues or otherwise to  
23 any convention bureau;

24 G. Contributing to, participating in, becoming  
25 a member of, or maintaining a membership in any convention  
26 bureau which to the knowledge of said hotel defendant  
27 seeks to have any hotel:  
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(1) Give or promise to give any hotel supplier preferential treatment in the purchase of hotel supplies by reason of that hotel supplier's payment of money by contributions, dues or otherwise to any convention bureau; or  
(2) Curtail or terminate, or threaten to curtail or terminate, its respective purchases from any hotel supplier by reason of that hotel supplier's refusal or failure to pay money by contributions, dues or otherwise to any convention bureau;

or which convention bureau itself represents that hotels will follow the practices set forth in subparagraphs (1) and (2) hereof.

VI

Defendant GPCA is enjoined and restrained from:

A. Circulating, distributing or otherwise making available, directly or indirectly, any contribution list to any hotel, its directors, officers, agents or employees; provided, however, that defendant GPCA may distribute contribution lists to any individual who also is an officer or director of GPCA for use solely in his capacity as an officer or director of GPCA.

B. Fixing, establishing, assessing or otherwise setting or suggesting an amount of money to be paid by dues, contributions or otherwise, by any hotel supplier to GPCA based on that hotel supplier's sales to any hotel.

VII

Each hotel defendant is ordered and directed:

A. Within thirty (30) days after the entry of this Partial Final Judgment, to furnish a conformed copy of this Partial Final Judgment to each of its hotel general managers, hotel managers and officers who have responsibilities for hotel operations, together with a letter setting forth the remedial provisions of this Partial Final Judgment which letter shall be substantially identical to Exhibit A which is attached hereto and made a part hereof;

B. For a period of five (5) years from the entry of this Partial Final Judgment, to furnish each of its successor hotel general managers, hotel managers and officers who have responsibilities for hotel operations a conformed copy of this Partial Final Judgment, together with a letter setting forth the remedial provisions of this Partial Final Judgment which letter shall be substantially identical to Exhibit A which is attached hereto and made a part hereof;

C. To maintain such records as will show the name, title and address of each individual to whom this Partial Final Judgment and attached letter have been furnished, as described in subsections A and B of this Section VII, together with the date thereof;

D. To advise and inform each individual to whom this Partial Final Judgment has been furnished as described in subsections A and B of this Section VII that violation by him of the terms of this Partial Final Judgment could result in a conviction for contempt of court and could subject him to imprisonment, a fine or both;

1 E. Within thirty (30) days of the entry of this  
2 Partial Final Judgment, to furnish each of its respective  
3 purchasing agents with a letter summarizing the remedial  
4 provisions of this Partial Final Judgment, which letter  
5 shall be substantially identical to Exhibit A which is  
6 attached hereto and made a part hereof;

7 F. For a period of five (5) years after the filing  
8 of this Partial Final Judgment, furnish each new purchas-  
9 ing agent with a letter setting forth the remedial  
10 provisions of this Partial Final Judgment which letter shall  
11 be substantially identical to Exhibit A which is attached  
12 hereto and made a part hereof;

13 G. Within thirty (30) days of the entry of this  
14 Partial Final Judgment, to send to each of its respective  
15 Portland hotel suppliers a letter summarizing the primary  
16 remedial provisions of this Partial Final Judgment, which  
17 letter shall be signed by the president of said hotel de-  
18 fendant, and shall be substantially identical to Exhibit B  
19 which is attached hereto and made a part hereof;

20 H. Within thirty (30) days after the entry of this  
21 Partial Final Judgment, to destroy all GPCA contribution  
22 lists within their possession, control or custody;

23 I. Within sixty (60) days after the entry of this  
24 Partial Final Judgment, to file with this Court and to  
25 serve upon the plaintiff affidavits concerning the fact and  
26 manner of compliance with subsections A, D, E, G and H of  
27 this Section VII.

28 VIII.

29 Defendant GPCA is ordered and directed:  
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1 (1) Access, during the office hours  
2 of said consenting defendant, and in the  
3 presence of counsel if said consenting  
4 defendant chooses, to all books, ledgers,  
5 accounts, correspondence, memoranda, and  
6 other records and documents in the  
7 possession or under the control of  
8 said consenting defendant relating to  
9 any of the matters contained in this  
10 Partial Final Judgment; and

11 (2) Subject to the reasonable con-  
12 venience of said consenting defendant and  
13 without restraint or interference from it,  
14 to interview the officers and employees  
15 of said consenting defendant, who may have  
16 counsel present, regarding any such matters;

17 B. Upon the written request of the Attorney General  
18 or the Assistant Attorney General in charge of the Antitrust  
19 Division, made to its principal offices, each of the con-  
20 senting defendants shall submit such reports in writing,  
21 to the Department of Justice with respect to any of the  
22 matters contained in this Partial Final Judgment as from  
23 time to time may be requested;

24 C. No information obtained by the means provided in  
25 this Section IX shall be divulged by any representative of  
26 the Department of Justice to any person other than a duly  
27 authorized representative of the Executive Branch of the  
28 plaintiff except in the course of legal proceedings to  
29 which the United States is a party for the purpose of  
30 securing compliance with this Partial Final Judgment, or  
31 as otherwise required by law.  
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X

Jurisdiction is retained for the purpose of enabling any of the parties to this Partial Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Partial Final Judgment, for the modification or termination of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

Dated this 29th day of November, 1971.

/s/ ALFRED T. GOODWIN

Alfred T. Goodwin

UNITED STATES DISTRICT JUDGE

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EXHIBIT A

Dear \_\_\_\_\_

In accordance with the terms of a Judgment entered by the United States District Court in Portland, Oregon, with the consent of the parties, pursuant to a stipulation, a copy of which is attached, we are sending this notice to each of our hotel general managers, hotel managers, officers having responsibilities for hotel operations and purchasing agents.

This Judgment deals with our purchasing policies, particularly as those policies might be affected by a supplier's support of a convention bureau. By a convention bureau we mean any organization that raises money for use in the:

- (a) promotion of conventions or similar events;
- (b) obtaining of hotel patronage; or
- (c) obtaining of other direct commercial benefits for hotels.

Pursuant to the provisions of this Judgment, it shall be our company's firm policy to absolutely refrain from:

1. Joining or agreeing with others to either (a) boycott or curtail purchases from any hotel supplier, or (b) give preference in the purchase of hotel supplies to any hotel supplier.
2. Circulating among our employees lists or other documents identifying members of, or contributors to, a convention bureau or using information contained in such lists in making purchasing decisions.

1           3. Disclosing to any convention bureau the amount  
2 of supplies purchased by us from any hotel supplier.

3           4. Soliciting or otherwise seeking from hotel  
4 suppliers contributions or dues to any convention bureau.

5           5. Giving or promising to give preference to any  
6 hotel supplier by reason of its payment of contributions  
7 or dues to any convention bureau.

8           6. Curtailing or terminating, or threatening to  
9 curtail or terminate, purchases from a hotel supplier  
10 because of its failure to pay contributions or dues to  
11 a convention bureau.

12          7. Being a member of, or otherwise supporting,  
13 any convention bureau which to our knowledge seeks to  
14 have its hotel members pursue preferential or dis-  
15 criminatory purchasing practices as described in items  
16 5 or 6 or which represents that its hotel members pursue  
17 such practices.

18           It is the intention of [Name of Defendant] to abide  
19 by both the spirit and the letter of this Judgment. You  
20 should understand that violation of this Judgment by you  
21 could result in a conviction for contempt of court and  
22 subject you to imprisonment, fine or both.

EXHIBIT B

Dear \_\_\_\_\_

The Government in an antitrust suit has charged us with trying to pressure our hotel suppliers into contributing to the Greater Portland Convention Association.

We have never approved such activities. However, we have consented to the entry of a Judgment in the United States District Court in Portland, which formally enjoins us from engaging in such activities. Pursuant to the terms of the decree, we wish you to know that whether or not a hotel supplier contributes to GPCA, or any similar convention organization, will in no way affect our purchases from that hotel supplier. Our employees, including our hotel managers and purchasing agents, are prohibited by injunction from seeking contributions from hotel suppliers for GPCA and from giving any preference to hotel suppliers who do contribute.

It is our intention to abide by both the letter and the spirit of this Judgment. If any of our employees including our hotel managers should seek contributions from you for GPCA, or any similar organization, we would appreciate it if you would so inform the undersigned.

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