

U.S. DISTRICT COURT  
DISTRICT OF OREGON  
FILED

SEP 14 1973

ROBERT M. CHRIST, Clerk  
By *R. Christ* DEPUTY

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA,  
Plaintiff,

v.

GREATER PORTLAND CONVENTION  
ASSOCIATION, INC., et al.,  
Defendants.

CIVIL NO. 70-310

FINAL JUDGMENT AS TO DEFENDANT WESTERN  
INTERNATIONAL HOTELS COMPANY

Plaintiff, United States of America, having filed its complaint herein on May 12, 1970, and the consenting defendant having appeared by its attorneys and having filed its respective answer to such complaint denying the substantive allegations thereof; and plaintiff and consenting defendant, by their respective attorneys, having separately consented to the making and entry of this Final Judgment pursuant to the Stipulation filed herein on July 26, 1973 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 Final Judgment constituting any evidence against or admission by either party to said Stipulation with respect to any such

1 issue and upon consent of the parties hereto,

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

3 I

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

11 II

12 As used in this Final Judgment:

13 A. The term "consenting defendant" means defendant  
14 Western International Hotels Company;

15 B. The term "person" means any individual, partner-  
16 ship, firm, association, corporation or other business or  
17 legal entity;

18 C. The term "hotel" means any company, firm, or  
19 other business entity that provides lodging for the public;

20 D. The term "purchase" means purchase, lease or  
21 rental;

22 E. The term "hotel supplies" means any goods, wares,  
23 merchandise or services (excluding services provided by  
24 a hotel's own employees) obtained by a hotel;

25 F. The term "hotel supplier" means any person who  
26 sells or otherwise provides hotel supplies to the hotels,  
27 and any agent or employee of such person;

28 G. The term "convention bureau" means any person  
29 who raises money by solicitation or collection of contribu-  
30 tions or dues, for use in:

- 31 (1) Promoting assemblies, conventions,  
32 conferences, meetings or similar events;

- 1 (2) Obtaining hotel patronage; or  
2 (3) Obtaining other direct commercial  
3 benefits for hotels.

4 H. The term "Portland hotel supplier" means any  
5 hotel supplier located within a fifty (50) mile radius  
6 of Portland, Oregon, who has within two years prior to  
7 November 30, 1971 sold hotel supplies to any hotel in  
8 Portland, Oregon, owned, operated or managed by the  
9 consenting defendant;

10 I. The term "contribution list" means any document  
11 which in any manner indicates, with respect to any hotel  
12 supplier:

- 13 (1) Whether it has or has not paid dues or  
14 contributions to any convention bureau;  
15 (2) Whether it belongs or does not belong  
16 to any convention bureau;  
17 (3) The amount of contributions or dues it  
18 has been assessed by any convention bureau; or  
19 (4) The amount of contributions or dues it  
20 has failed to pay to any convention  
21 bureau.

22 J. The term "GPCA" means the Greater Portland  
23 Convention Association, and any subsidiary or successor  
24 organization or entity.

25 III

26 The provisions of this Final Judgment shall apply to  
27 the consenting defendant, its subsidiaries, successors,  
28 assigns, and to their respective officers, directors, agents  
29 and employees, and to all persons in active concert or  
30 participation with any of them who receive actual notice  
31 of this Final Judgment by personal service or otherwise;  
32 provided, however, that this Final Judgment shall not apply

1 to transactions or activity outside the United States.

2 IV

3 The consenting defendant is enjoined and restrained from:

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

9 (1) Give or promise to give prefer-  
10 ential treatment in purchasing hotel  
11 supplies to any hotel supplier;

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

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

19 V

20 The consenting defendant is enjoined and restrained  
21 from:

22 A. Circulating any contribution list among its  
23 employees;

24 B. Utilizing the information contained in any  
25 contribution list in making any decision concerning the  
26 purchase of hotel supplies;

27 C. Disclosing to any convention bureau the amount  
28 of hotel supplies it has purchased from any hotel supplier;

29 D. Soliciting, demanding, urging, requesting or  
30 otherwise seeking from any person known by said defendant  
31 to be a hotel supplier any payment of money by contributions,  
32 dues or otherwise to any convention bureau;

1           E. Giving or promising to give to any hotel supplier  
2 preferential treatment in the purchase of hotel supplies  
3 by reason of that hotel supplier's payment of money by  
4 contributions, dues or otherwise to any convention bureau;

5           F. Curtailing or terminating, or threatening to  
6 curtail or terminate, its respective purchases from any  
7 hotel supplier by reason of that hotel supplier's refusal  
8 or failure to pay money by contributions, dues or otherwise  
9 to any convention bureau;

10           G. Contributing to, participating in, becoming a  
11 member of, or maintaining a membership in any convention  
12 bureau which to the knowledge of the consenting defendant  
13 seeks to have any hotel:

14                 (1) Give or promise to give any hotel  
15 supplier preferential treatment in the  
16 purchase of hotel supplies by reason  
17 of that hotel supplier's payment of  
18 money by contributions, dues or other-  
19 wise to any convention bureau; or

20                 (2) Curtail or terminate, or threaten  
21 to curtail or terminate, its respective  
22 purchases from any hotel supplier by  
23 reason of that hotel supplier's refusal  
24 or failure to pay money by contribu-  
25 tions, dues or otherwise to any  
26 convention bureau;

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

30                                 VI

31           The consenting defendant is ordered and directed:

32           A. Within thirty (30) days after the entry of this

1 Final Judgment, to furnish a conformed copy of this Final  
2 Judgment to each of its hotel general managers, hotel  
3 managers and officers who have responsibilities for hotel  
4 operations, together with a letter setting forth the remedial  
5 provisions of this Final Judgment which letter shall be  
6 substantially identical to Exhibit A which is attached  
7 hereto and made a part hereof;

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

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

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

27 E. Within thirty (30) days of the entry of this Final  
28 Judgment, to furnish each of its purchasing agents with a  
29 letter summarizing the remedial provisions of this Final  
30 Judgment, which letter shall be substantially identical to  
31 Exhibit A which is attached hereto and made a part hereof;

32 F. For a period of five (5) years after the filing

1 of this Final Judgment, furnish each new purchasing agent  
2 with a letter setting forth the remedial provisions of this  
3 Final Judgment which letter shall be substantially identical  
4 to Exhibit A which is attached hereto and made a part hereof;

5 G. Within thirty (30) days of the entry of this Final  
6 Judgment, to send to each of its Portland hotel suppliers a  
7 letter summarizing the primary remedial provisions of this  
8 Final Judgment, which letter shall be signed by the president  
9 of the consenting defendant, and shall be substantially  
10 identical to Exhibit B which is attached hereto and made a  
11 part hereof;

12 H. Within thirty (30) days after the entry of this  
13 Final Judgment, to destroy all GPCA contribution lists  
14 within its possession, control or custody;

15 I. Within sixty (60) days after the entry of this  
16 Final Judgment, to file with this Court and to serve upon  
17 the plaintiff affidavits concerning the fact and manner of  
18 compliance with subsections A, D, E, G and H of this  
19 Section VI.

## 20 VII

21 A. For the purpose of determining or securing com-  
22 pliance with this Final Judgment, and for no other purpose,  
23 and subject to any legally recognized privilege, duly  
24 authorized representatives of the Department of Justice  
25 shall, upon the written request of the Attorney General, or  
26 the Assistant Attorney General in charge of the Antitrust  
27 Division, upon reasonable notice to the consenting defendant  
28 made to its principal office, be permitted:

- 29 (1) Access, during the office hours  
30 of the consenting defendant, and in the  
31 presence of counsel if the consenting  
32 defendant chooses, to all books, ledgers,

1 accounts, correspondence, memoranda, and  
2 other records and documents in the  
3 possession or under the control of  
4 the consenting defendant relating to  
5 any of the matters contained in this  
6 Final Judgment; and

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

13 B. Upon the written request of the Attorney General  
14 or the Assistant Attorney General in charge of the Antitrust  
15 Division, made to its principal offices, the consenting  
16 defendant shall submit such reports in writing, to the  
17 Department of Justice with respect to any of the matters  
18 contained in this Final Judgment as from time to time may  
19 be requested;

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

#### 28 VIII

29 Jurisdiction is retained for the purpose of enabling  
30 either of the parties to this Final Judgment to apply  
31 to this Court at any time for such further orders and  
32 directions as may be necessary or appropriate for the



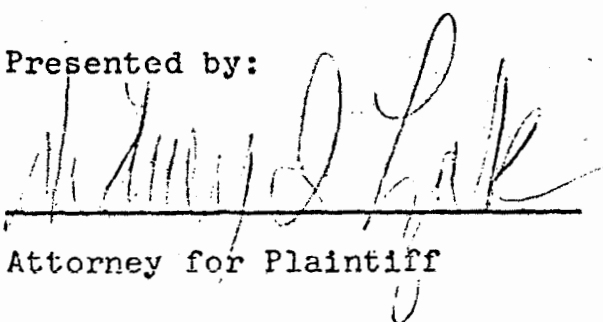
1 construction or carrying out of this Final Judgment, for  
2 the modification or termination of any of the provisions  
3 thereof, for the enforcement of compliance therewith, and  
4 for the punishment of violations thereof.

5 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

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8 UNITED STATES DISTRICT JUDGE

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28 Presented by:

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31 Attorney for Plaintiff  
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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, 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.

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

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

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

4           6. Curtailing or terminating, or threatening to  
5 curtail or terminate, purchases from a hotel supplier  
6 because of its failure to pay contributions or dues to  
7 a convention bureau.

8           7. Being a member of, or otherwise supporting,  
9 any convention bureau which to our knowledge seeks to  
10 have its hotel members pursue preferential or discrimi-  
11 natory purchasing practices as described in items 5 or 6 or  
12 which represents that its hotel members pursue such  
13 practices.

14           It is the intention of Western International Hotels  
15 Company to abide by both the spirit and the letter of  
16 this Judgment. You should understand that violation of  
17 this Judgment by you could result in a conviction for  
18 contempt of court and subject you to imprisonment, fine  
19 or both.  
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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.