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Attorneys for Defendant MARRIOTT  
 INTERNATIONAL, INC.

14 **IN THE UNITED STATES DISTRICT COURT**  
 15 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
 16 **SAN FRANCISCO/OAKLAND DIVISION**

17 LAWRENCE CELANO, RICHARD  
 THESING, and WILLIAM HEFFERON,

) Case No. C-05-4004-PJH (JL)  
 )  
 ) **[PROPOSED] PERMANENT**  
 ) **INJUNCTION**

18 Plaintiffs,  
 19 )

20 v. )

21 MARRIOTT INTERNATIONAL, INC., a  
 Delaware corporation;

22 Defendant.  
 23 )

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. Marriott International, Inc. (“Marriott”) shall, within the next 90 days, provide  
3 one or more accessible single rider golf cars, as defined below, at each of the golf facilities in the  
4 United States that is owned or operated by Marriott. A golf car is accessible if it includes each of  
5 the following features:

- 6 a. The car is specifically designed and manufactured for the use of individuals with  
7 mobility impairments;
- 8 b. The car has a brake and accelerator that are operated by hand controls;
- 9 c. The car is designed and manufactured to be driven on all areas of a golf course,  
10 including pathways, tees, fairways, bunkers and greens;
- 11 d. The car has a seat that swivels; and
- 12 e. The car has a seat that tilts to put the golfer into a standing or semi-standing  
13 position;

14 2. Marriott and the owners of the golf courses Marriott manages shall have  
15 discretion to choose the make and model of the accessible golf cars available at each golf course,  
16 provided the cars satisfy the requirements of (a) – (e). The cars in use in Marriott’s current  
17 Single Rider Vehicle Program satisfy the requirements of (a) – (e). This injunction is not an  
18 endorsement of any brand or model of single rider golf car.

19 3. Marriott shall provide at least one accessible golf car at facilities with up to 18  
20 holes. Marriott shall provide at least two accessible golf cars at facilities with more than 18  
21 holes. Marriott’s current golf facilities, and the number of accessible golf cars to be provided at  
22 each of such facilities are: Camelback, Scottsdale AZ (2); Desert Ridge, Phoenix AZ (2); Ritz-  
23 Carlton Dove, Mt. Tucson AZ (2); Starr Pass, Tucson AZ (2); Desert Springs, Palm Desert CA  
24 (2); Shadow Ridge, Palm Desert CA (1); Manhattan Beach Marriott, Manhattan Beach CA (1);  
25 Doral, Miami FL (2); Grande Vista Resort, Orlando FL (1); Grande Pines, Orlando FL (1); Ritz-  
26 Carlton Golf Club, Jupiter FL (1); Hawk’s Landing, Orlando FL (1); Grande Lakes, Orlando FL  
27 (1); The Rookery at Marco, Naples, FL (1); Renaissance Vinoy, St. Petersburg FL (1); Ritz-  
28 Carlton Members Club, Bradenton, FL (1); The Frog, Villa Rica GA (1); Stone Mountain Golf

1 Club, Stone Mt. GA (2); Kauai Lagoons Golf Club, Lihue, HI (2); Crane’s Landing,  
2 Lincolnshire IL (1); Willow Crest, Oak Brook IL (1); Griffin Gate, Lexington KY (1); Seaview,  
3 Galloway NJ (2); Cattails, Kingsport TN (1); Ritz-Carlton Creighton Farms, Aldie VA (1); and  
4 Westfields, Clifton VA (1).

5 3. Marriott shall ensure that accessible golf cars are repaired and maintained and up  
6 to the same standards as the rest of the golf car fleet. Marriott shall ensure that there are an  
7 appropriate number of associates trained in the proper operation of the accessible golf cars at  
8 each of its golf facilities, and that a trainer is available at each facility during normal facility  
9 operating hours.

10 4. Marriott shall monitor the demand for and usage of accessible golf cars at each  
11 golf facility where they are provided. Marriott and the course owners shall in their discretion  
12 provide additional cars at any facility at which there is a need shown for additional accessible  
13 cars.

14 5. Marriott shall make accessible golf cars available for the same fee as it provides  
15 standard cars.

16 6. Marriott shall publicize the fact that accessible golf cars are available to golfers in  
17 the same manner as standard golf cars. Each of Marriott’s golf facilities shall stage an accessible  
18 golf car with the standard cars staged for player use on the course, and shall advertise the  
19 availability of accessible golf cars on its web page(s) and in the clubhouse.

20 7. Marriott shall within 180 days after entry of the injunction provide plaintiffs with  
21 a letter detailing the steps taken by Marriott to comply with the terms of the injunction. The  
22 letter shall be provided by Marriott personnel with the authority to make such representation.

23 **IT IS SO ORDERED:**

24  
25 Dated: May 16, 2008



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