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10 Attorneys for Plaintiff  
MATEEL ENVIRONMENTAL JUSTICE FOUNDATION  
11

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF ORANGE

14 MATEEL ENVIRONMENTAL JUSTICE  
15 FOUNDATION,

16 Plaintiff,

17 v.

18 WALT DISNEY PARKS AND RESORTS  
19 U.S., INC.,

20 Defendant.

Case No.: 30-2015-00810110-CU-BT-CJC

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT**

Dept: C25  
Judge: Hon. Sheila Fell

1       **1.       INTRODUCTION**

2               **1.1**     The Parties to this Consent Judgment are Mateel Environmental Justice Foundation  
3 (“Mateel”) and Defendant Walt Disney Parks and Resorts U.S., Inc. (“Disneyland”). Mateel and  
4 Disneyland are referred to collectively as the “Parties” and individually as a “Party.” The Parties  
5 enter into this Stipulated Consent Judgment (“Consent Judgment”) to settle certain claims asserted  
6 by Mateel, as set forth below.

7               **1.2**     Disneyland is a business with ten or more employees. Disneyland operates  
8 Disneyland Park and Disney California Adventure Park, both of which are located in Anaheim,  
9 California (collectively, the “Amusement Parks”).

10              **1.3       Mateel’s Pending Claims Regarding the Autopia Attraction**

11              **1.3.1**    On September 16, 2015, Mateel filed its Complaint in the above-captioned  
12 action (“Complaint”) against Disneyland. The Complaint alleges that Disneyland caused exposures  
13 to various chemicals at the Autopia attraction in Disneyland Park and that Disneyland failed to  
14 provide a clear and reasonable warning for those alleged exposures. The chemicals for which  
15 Mateel alleged a warning was required are: carbon monoxide, engine exhaust  
16 (condensates/extracts), benzene, toluene, benzo(a)pyrene, formaldehyde, acetaldehyde, 1,3-  
17 butadiene, benz(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(j)fluoranthene,  
18 chrysene, and indeno(1,2,3-cd) pyrene (the “Listed Chemicals”).

19              **1.3.2**    On June 30, 2015, Mateel issued a pre-suit notice letter of its intent to sue  
20 Disneyland (“Autopia Notice”) with respect to the claims that Mateel subsequently alleged in the  
21 Complaint. Mateel served the Autopia Notice on Disneyland, the California Attorney General, and  
22 the Office of the Orange County District Attorney. No California public enforcer filed suit on the  
23 basis of the claims asserted in the Autopia Notice.

24              **1.3.3**    Disneyland denies Mateel’s claims that Disneyland has failed to comply with  
25 Proposition 65 as asserted in the Autopia Notice and the Complaint. Furthermore, Disneyland  
26 maintains that there is no duty to provide warnings under Proposition 65 for the alleged exposures  
27 to the Listed Chemicals at the Autopia attraction.  
28

1           **1.4     Mateel’s Dismissed Claims Regarding Brass Objects**

2           **1.4.1**   On April 11, 2011, Mateel filed an action against Disneyland entitled *Mateel*  
3 *Environmental Justice Foundation v. Disney Incorporated, et al.*, Orange County Sup. Ct.  
4 No. 30-2011-00465670-CU-BT-CJC (“2011 Action”). Mateel alleged that Disneyland caused  
5 exposures to lead and lead compounds from certain brass objects at Disneyland Park and that  
6 Disneyland failed to provide clear and reasonable warnings for those alleged exposures.

7           **1.4.2**   On February 20, 2013, Mateel dismissed the 2011 Action without prejudice.

8           **1.4.3**   On March 8, 2013, Mateel filed an action against Disneyland entitled *Mateel*  
9 *Environmental Justice Foundation v. Walt Disney Parks and Resorts U.S., Inc.*, Orange County  
10 Sup. Ct. No. 30-2013-00635953-CU-BT-CJC (“2013 Action”). Mateel alleged that Disneyland  
11 caused exposures to lead and lead compounds from certain brass objects at Disneyland Park and  
12 that Disneyland failed to provide clear and reasonable warnings for those alleged exposures.

13           **1.4.4**   On November 14, 2014, Mateel dismissed the 2013 Action without prejudice.

14           **1.4.5**   Prior and subsequent to filing the 2011 Action, Mateel issued various 60-day  
15 notice letters of its intent to sue Disneyland with respect to alleged exposures to lead in certain brass  
16 objects located in the Amusement Parks, dated December 30, 2010, March 24, 2011, October 18,  
17 2011, and October 9, 2012. Mateel served these notices on Disneyland, the California Attorney  
18 General, and the Office of the Orange County District Attorney. No California public enforcer filed  
19 suit on the basis of the claims asserted in these notices.

20           **1.4.6**   Prior to filing the 2013 Action, Mateel issued two 60-day notice letters of its  
21 intent to sue Disneyland with respect to alleged exposures to lead and lead compounds in certain  
22 brass objects located in Disneyland Park, dated January 24, 2013 and February 20, 2013. Mateel  
23 served these notices on Disneyland, the California Attorney General, and the Office of the Orange  
24 County District Attorney. No California public enforcer filed suit on the basis of the claims  
25 asserted in these notices.

26           **1.4.7**   The 60-day notices referred to in Sections 1.4.5 and 1.4.6 are collectively  
27 referred to as the “Brass Notices.” The brass objects variously identified in Mateel’s 2011 Action,  
28

1 2013 Action, and the Brass Notices are collectively referred to as the “Brass Objects” and are listed  
2 in Exhibit A.

3 **1.4.8** Disneyland denies Mateel’s claims that Disneyland has failed to comply with  
4 Proposition 65, as asserted in the 2011 Action, the 2013 Action, and the Brass Notices.

5 Furthermore, Disneyland maintains that there is no duty to provide warnings under Proposition 65  
6 for the alleged exposures to lead or lead compounds from any Brass Objects.

7 **1.5 No Admissions**

8 This Consent Judgment resolves claims that are denied and disputed for the purpose of  
9 avoiding prolonged litigation. By executing this Consent Judgment and complying with this  
10 Consent Judgment, Disneyland does not admit, and indeed denies, that it has violated  
11 Proposition 65 or any other law or legal duty. This Consent Judgment shall not be construed as an  
12 admission by Disneyland of any liability, violation of law or duty, or wrongdoing of any kind.

13 **1.6 Other Definitions**

14 **1.6.1** As used herein, the term “Covered Chemicals” refers to (1) the Listed  
15 Chemicals with respect to the Autopia attraction; (2) lead and lead compounds in the Brass Objects  
16 listed in Exhibit A, Section I; and (3) lead in the Brass Objects listed in Exhibit A, Section II. Upon  
17 entry of this Consent Judgment, the Complaint in this action shall be deemed amended, *nunc pro*  
18 *tunc*, to additionally allege Proposition 65 claims that Mateel asserted in the 2011 Action, the 2013  
19 Action, and the Brass Notices, as identified in Exhibit A.

20 **1.6.2** As used herein, the term “Safe Harbor Amendment” refers to the regulations  
21 amending Article 6 of Title 27 of the California Code of Regulations that were approved by the  
22 Office of Administrative Law on or around August 30, 2016.

23 **1.6.3** The “Effective Date” of this Consent Judgment shall be the date on which the  
24 Consent Judgment is entered as a judgment by the Court.

25 **1.6.4** The “Compliance Date” of this Consent Judgment shall be 90 days after the  
26 Effective Date.

1           **1.7     Jurisdiction**

2           For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction  
3 over the allegations of violations contained in the Complaint, as deemed amended pursuant to  
4 Section 1.6.1, and personal jurisdiction over Disneyland as to the acts alleged in the Complaint, as  
5 deemed amended pursuant to Section 1.6.1, that venue is proper in the County of Orange, and that  
6 this Court has jurisdiction to enter this Consent Judgment as a full and final settlement and  
7 resolution of the allegations contained in the Complaint, as deemed amended pursuant to Section  
8 1.6.1, and of all claims that were or could have been raised by any person or entity based in whole  
9 or in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

10          **2.     INJUNCTIVE RELIEF**

11           **2.1**     On and after the Compliance Date, Disneyland shall meet the warning requirements  
12 of this Section 2 as long as it operates either of the Amusement Parks.

13           **2.2     Warning Message.** Disneyland’s warning message under this Section 2 shall  
14 contain all of the following elements set forth in Sections 2.2.1 through 2.2.3 (the “Warning”).  
15 Disneyland is not required to provide the Warning in any language other than English.

16                   **2.2.1**   A symbol consisting of a black exclamation point in a yellow equilateral  
17 triangle with a bold, black outline. Where the sign is not printed using the color yellow, the symbol  
18 may be printed in black and white. The symbol shall be placed to the left of the text of the warning,  
19 in a size no smaller than the height of the word “WARNING”.

20                   **2.2.2**   The word “**WARNING**” shall be in all capital letters and bold print.

21                   **2.2.3**   After the word, “WARNING,” a statement shall be given (the “Warning”) in  
22 accordance with Subsections 2.2.3 and 2.2.4.

23                           (a)     For Disneyland Park:

24                                   Some areas or features in Disneyland Park can expose you to chemicals  
25 including [name of one or more chemicals], which is [are] known to the  
26 State of California to cause cancer or birth defects or other reproductive  
27 harm. For more information go to [www.P65Warnings.ca.gov/  
28 amusement-parks](http://www.P65Warnings.ca.gov/amusement-parks).

1 (b) For Disney California Adventure Park:

2 Some areas or features in Disney California Adventure Park can expose  
3 you to chemicals including [name of one or more chemicals], which is  
4 [are] known to the State of California to cause cancer or birth  
5 defects or other reproductive harm. For more information go to  
6 www.P65Warnings.ca.gov/amusement-parks.

7 (c) In the alternative to the Warning statement in subsections (a) and (b),  
8 above, the Warning may state as follows for either or both of the Amusement Parks:

9 Some areas or features in Disneyland Park and Disney California  
10 Adventure Park can expose you to chemicals including [name of one or  
11 more chemicals], which is [are] known to the State of California to cause  
12 cancer or birth defects or other reproductive harm. For more information  
13 go to www.P65Warnings.ca.gov/amusement-parks.

14 **2.2.4** In place of the bracketed clause, “name of one or more chemicals” in the  
15 Warning statement, Disneyland shall name one or more chemicals listed under Proposition 65,  
16 which Disneyland shall identify at its sole option. Disneyland shall use the bracketed term “are” if  
17 Disneyland elects to name more than one chemical in the Warning. The period at the conclusion of  
18 the website URL in the Warning may be omitted or included by Disneyland at its sole option as  
19 long as the URL as posted does not normally lead to an error webpage when entered in an internet  
20 browser.

## 21 **2.3 Warning Method**

22 **2.3.1** Disneyland shall post at least one Warning sign at each public entrance to the  
23 Amusement Parks, the precise placement and affixing being determined by Disneyland at its sole  
24 discretion, consistent with legal requirements and subject to operational necessity

25 **2.3.2** The Warning provided under this Section 2 shall be in no smaller than 72-  
26 point type.

27 **2.3.3** Nothing in this Consent Judgment limits or affects Disneyland’s ability to  
28 provide additional warnings, for purposes of Proposition 65 or any other purpose, at any location,  
including at any public entrance. Furthermore, nothing in this Consent Judgment limits or affects  
Disneyland’s ability to provide different warnings, for purposes of Proposition 65 or any other  
purpose, at any locations other than those specified in Section 2.3.1.

1       **3.       SETTLEMENT PAYMENTS**

2               **3.1**       Within 20 business days after the Effective Date and receipt by Disneyland of any  
3 and all documents necessary to effectuate payment, Disneyland shall pay the total sum of \$100,000  
4 as a settlement payment, to be paid and allocated as set forth in Sections 3.1.1 and 3.1.2:

5                       **3.1.1**       Disneyland shall pay a total of \$5,000, which shall be a civil penalty pursuant  
6 to Cal. Health & Safety Code § 25249.7(b). The civil penalty shall be apportioned 25% to Mateel  
7 and 75% to the State of California Office of Environmental Health Hazard Assessment  
8 (“OEHHA”), in accordance with Cal. Health & Safety Code § 25249.12. The Mateel portion of the  
9 civil penalty payment in the amount of \$1,250 shall be made payable to Mateel Environmental  
10 Justice Foundation and the OEHHA portion of the civil penalty payment in the amount of \$3,750  
11 shall be made payable to OEHHA.

12                       **3.1.2**       Disneyland shall pay a total of \$95,000 as reimbursement for all attorneys’  
13 fees incurred by or on behalf of Mateel in investigating and prosecuting this Complaint, as amended  
14 pursuant to Section 1.6.1, in negotiating this Consent Judgment on behalf of itself and in the public  
15 interest, and in seeking and obtaining Court approval of this Consent Judgment. The  
16 reimbursement amount of \$95,000 shall be made payable to: Klamath Environmental Law Center.

17               **3.2**       Disneyland’s payments under Sections 3.1.1 and 3.1.2 shall be delivered or sent via  
18 overnight delivery to William Verick at the address provided in Section 15. For the check made  
19 payable by Disneyland to OEHHA, Mateel shall send that check to OEHHA promptly upon receipt.

20               **3.3**       Except as specifically provided in this Consent Judgment, each side shall bear its  
21 own costs and attorney’s fees.

22       **4.       MATTERS COVERED BY THIS CONSENT JUDGMENT**

23               **4.1**       This Consent Judgment is a full, final, and binding resolution between, on the one  
24 hand, Mateel, acting on behalf of the public in the public interest and on behalf of itself, its past and  
25 current agents, representatives, attorneys, successors, and/or assigns and, on the other hand, (i) Walt  
26 Disney Parks and Resorts U.S., Inc., Disney Incorporated, and their parents, subsidiaries, affiliated  
27 entities, divisions, predecessors, successors, and assigns, (ii) all of their respective officers,  
28 directors, shareholders, attorneys, employees, licensors, licensees, representatives, agents,

1 customers, vendors, and contractors, and (iii) any other person or entity that has installed or  
2 maintained the Autopia attraction or installed or maintained the Brass Objects at the attractions  
3 listed in Exhibit A (the entities and individuals identified in (i)-(iii) of this paragraph are referred to  
4 as “Defendant Releasees”), with regard to any alleged violation of Proposition 65 and any alleged  
5 exposures to Covered Chemicals from the Autopia attraction and the Brass Objects. Mateel, on  
6 behalf of itself and its agents, representatives, attorneys, successors and/or assigns, and acting on  
7 behalf of the public in the public interest, hereby waives all rights to institute or participate in any  
8 form of legal action and releases and discharges the Defendant Releasees with respect to any and all  
9 claims, actions, causes of action, suits, demands, liabilities, damages, penalties, and fees including  
10 but not limited to investigation fees, attorneys’ fees, and expert fees, costs, and expenses  
11 (collectively, “Claims”) as to any alleged violation of Proposition 65 due to alleged exposures prior  
12 to the Compliance Date to Covered Chemicals from the Autopia attraction and the Brass Objects.

13 **4.2** Compliance with the terms of this Consent Judgment by Disneyland shall be deemed  
14 to constitute compliance with Proposition 65 by Defendant Releasees with respect to any alleged  
15 exposures to the Covered Chemicals from the Autopia attraction and the Brass Objects.

16 **4.3** Mateel, acting on behalf of itself and its agents, attorneys, representatives, successors  
17 and assigns, and not in a representative capacity, waives all rights to institute or participate in any  
18 form of legal action and releases and discharges the Defendant Releasees with respect to any and all  
19 Claims of any nature whatsoever, whether known or unknown, fixed or contingent, against  
20 Defendant Releasees arising under Proposition 65 or any statute or common law. In furtherance of  
21 the foregoing, Mateel on its own behalf hereby waives any and all rights and benefits which it now  
22 has, or in the future may have, conferred upon it with respect to the Claims by virtue of the  
23 provisions of Section 1542 of the California Civil Code, which provides as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
25 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
27 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
28 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR.



1 Mateel understands and acknowledges the significance and consequences of this waiver of  
2 California Civil Code § 1542. Furthermore, Mateel acknowledges that it intends these  
3 consequences for any and all Claims which may exist as of the date of this release even if Mateel  
4 does not know they exist, and which, if known, would materially affect its decision to enter into this  
5 Consent Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight,  
6 error, negligence, or any other cause.

7 **5. ENFORCEMENT OF CONSENT JUDGMENT**

8 In the event of any dispute regarding compliance with or interpretation of the terms of this  
9 Consent Judgment, a Party may seek to enforce the terms and conditions contained herein. The  
10 Parties agree that prior to any such enforcement action, they will meet and confer regarding the  
11 dispute and attempt to resolve the dispute informally in good faith. The Parties further agree to take  
12 no enforcement action for 45 days after such notice is given, in order to allow the Parties to meet  
13 and confer in good faith in an effort to resolve the alleged violation.

14 **6. CONSENT JUDGMENT EFFECT**

15 This Consent Judgment shall be submitted to the Court for entry by noticed motion. If this  
16 Consent Judgment is not approved by the Court, it shall be null and void and of no force or effect.

17 **7. MODIFICATION OF CONSENT JUDGMENT**

18 **7.1** This Consent Judgment may be modified only upon written agreement of the Parties  
19 and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any Party  
20 as provided by law and upon entry of a modified Consent Judgment by the Court.

21 **7.2** Notwithstanding the foregoing, if OEHHA adopts a regulation after the Effective  
22 Date that specifies the manner or form of Proposition 65 warning that is applicable to any exposures  
23 at amusement parks and that differs from those in Sections 25607.22 and 25607.23 in the Safe  
24 Harbor Amendment, then Disneyland, in its sole discretion, may revise or forgo the warnings  
25 provided under Paragraph 2.1 of this Consent Judgment in order to conform with the method and/or  
26 form of warning required by such other regulation, as follows:

27 **7.2.1** If Disneyland seeks to modify this Consent Judgment, then Disneyland must  
28 provide written notice to Mateel of its intent (“Notice of Intent”). The Parties shall then use

1 reasonable and good faith efforts to seek Court approval of the modification through a joint motion  
2 or application. In the event that Disneyland requests a modification and Mateel supports the  
3 requested modification, Disneyland shall reimburse Mateel its costs and reasonable attorneys' fees  
4 for the time spent in modifying the Consent Judgment and arguing a motion or application in  
5 support of a modification of the Consent Judgment.

6           **7.3**           Where Mateel does not support a requested modification to the Consent  
7 Judgment, then the Parties shall meet and confer in good faith for a period of at least 30 days to  
8 attempt to resolve the dispute. If the meet and confer process does not lead to a joint motion or  
9 application in support of a modification of the Consent Judgment, then Disneyland may nonetheless  
10 seek Court approval of a modification of the Consent Judgment. If Mateel files an opposition to  
11 Disneyland's motion or application to modify the Consent Judgment, the prevailing Party may seek  
12 to recover costs and reasonable attorney's fees. As used in the preceding sentence, the term  
13 "prevailing Party" means a Party that is successful in obtaining relief more favorable to it than the  
14 relief that the other Party was amenable to providing during the Parties' good faith attempt to  
15 resolve the dispute that is the subject of the modification.

16           **8.        BINDING EFFECT**

17           This Consent Judgment shall be binding upon and inure to the benefit of the Parties and  
18 their respective successors and assigns.

19           **9.        RETENTION OF JURISDICTION**

20           This Court shall retain jurisdiction of this matter to implement the Consent Judgment.

21           **10.       AUTHORITY TO STIPULATE**

22           Each signatory to this Consent Judgment certifies that he or she is fully authorized by the  
23 Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the  
24 Party represented and to legally bind that Party.

25           **11.       EXECUTION AND COUNTERPARTS**

26           This Consent Judgment may be executed in counterparts, which taken together shall be  
27 deemed to constitute one document. A facsimile or PDF signature shall be construed to be as valid  
28 as the original signature.

1     **12.    ENTIRE AGREEMENT**

2             This Consent Judgment contains the sole and entire agreement and understanding of the  
3 Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
4 negotiations, commitments, and understandings related hereto. No representations, oral or  
5 otherwise, express or implied, other than those contained herein have been made by any Party  
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
7 to exist or to bind any of the Parties.

8     **13.    GOVERNING LAW**

9             The validity, construction, and performance of this Consent Judgment shall be governed by  
10 the laws of the State of California, without reference to any conflicts of law provisions of California  
11 law.

12    **14.    SEVERABILITY OF UNENFORCEABLE PROVISIONS**

13             In the event that any of the provisions of this Consent Judgment are held by a court to be  
14 unenforceable, the validity of the enforceable provisions shall not be adversely affected thereby.

15    **15.    NOTICES**

16             Unless specified herein, all correspondence and notices required to be provided pursuant to  
17 this Consent Judgment shall be in writing and personally delivered or sent to any Party by the other  
18 Party by: (i) first-class mail or (ii) overnight delivery to the following addresses:

19                     To Mateel:

20                     William Verick, Esq.  
21                     Klamath Environmental Law Center  
22                     1125 Sixteenth Street, Suite 204  
23                     Arcata, CA 95521

24                     To Disneyland:

25                     Corporate Secretary  
26                     Walt Disney Parks and Resorts U.S., Inc.  
27                     500 South Buena Vista Street  
28                     Burbank, CA 91521

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With a copy to:

Trenton H. Norris, Esq.  
Arnold & Porter LLP  
Three Embarcadero Center, 10th Floor  
San Francisco, CA 94111

**16. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT, AND ENTRY OF  
CONSENT JUDGMENT**

This Consent Judgment has come before the Court upon the request of the Parties. The Parties request that the Court fully review this Consent Judgment and, being fully informed regarding the matters that are the subject of this action:

(a) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Amended Complaint, that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

(b) Make the findings pursuant to Cal. Health & Safety Code § 25249.7(f)(4) to approve this Consent Judgment.

**IT IS SO STIPULATED:**

Dated: Dec 8, 2016

**MATEEL ENVIRONMENTAL JUSTICE  
FOUNDATION**

By: *William Kenick*

Print name: William Kenick

Title: CEO

Dated: Dec 8, 2016

**WALT DISNEY PARKS AND RESORTS  
U.S., INC.**

By: *Marsha L. Reed*

Print name: Marsha L. Reed

Title: Vice President and Secretary

**ORDER AND JUDGMENT**

Based upon the Parties' Stipulation, and good cause appearing therefor, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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**EXHIBIT A**

**I. Brass Objects variously identified in Mateel's (i) 2013 Action and (ii) 60-Day Notices dated January 24, 2013 and February 20, 2013:**

<b>PARK</b>	<b>BRASS OBJECT</b>
Disneyland Park	Brass hand rails at Blue Ribbon Cafe
Disneyland Park	Brass hand rails at Gibson Girl Ice Cream Parlor Restaurant
Disneyland Park	Brass radio dial at Mickey Mouse's House
Disneyland Park	Brass stanchions at Mr. Toad's Wild Ride
Disneyland Park	Brass stanchions at Peter Pan's Flight
Disneyland Park	Brass stanchions at Pirates of the Caribbean
Disneyland Park	Brass hand rails at Plaza Inn Restaurant
Disneyland Park	Brass hand rails at River Belle Terrace Restaurant
Disneyland Park	Brass sword and anvil exhibit at Sword in the Stone
Disneyland Park	Brass lamp at Aladdin's Other Lamp
Disneyland Park	Brass stanchions at Haunted Mansion

**II. Brass Objects variously identified in Mateel's 60-Day Notices dated October 9, 2012, October 18, 2011, March 24, 2011, and December 30, 2010:**

<b>PARK</b>	<b>BRASS OBJECT</b>
Disney California Adventure Park	Brass drinking fountain at The Little Mermaid: Ariel's Undersea Adventure
Disney California Adventure Park	Brass stanchion balls at Golden Vine Restaurant
Disney California Adventure Park	Brass stanchions at Tower of Terror
Disney California Adventure Park	Brass hand rails at The Little Mermaid: Ariel's Undersea Adventure
Disney California Adventure Park	Brass hand rails at Silly Symphony Swings
Disney California Adventure Park	Brass hand rails, brass stanchions, brass railings, and brass chains at Toy Story Midway Mania, Paradise Pier

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PARK	BRASS OBJECT
Disney California Adventure Park	Brass stanchion balls, brass stanchions, brass chains, and brass railings at Paradise Bay/Golden State Park World of Color Viewing Area
Disney California Adventure Park	Brass stanchion balls at Silly Symphony Swings
Disney California Adventure Park	Brass stanchion balls, brass stanchions, brass railings, and brass chains at Churros food stand, Paradise Pier
Disney California Adventure Park	Brass stanchion balls, brass stanchions, brass railings, and brass chains at Don Tomas "The Midway's Best Bites" food stand, Paradise Pier
Disney California Adventure Park	Brass tray rails at Boardwalk Pizza and Pasta
Disneyland Park	Brass drinking fountain at Village Haus Restaurant
Disneyland Park	Brass hand rails at "It's a Small World" Gift Shop
Disneyland Park	Brass stanchion balls at Tangled Ride
Disneyland Park	Brass stanchion balls at King Arthur's Carousel
Disneyland Park	Brass stanchion balls, brass stanchions, brass railings, and brass chains at Storybook Land Canal Boats
Disneyland Park	Brass stanchion balls at "It's a Small World"
Disneyland Park	Brass stanchion balls at Dumbo the Flying Elephant
Disneyland Park	Brass stanchions, brass stanchion balls, brass railings, and brass chains at Peter Pan's Flight
Disneyland Park	Brass stanchion balls, brass stanchions, brass railings, and brass chains at Snow White's Scary Adventures
Disneyland Park	Brass stanchion balls at Pinocchio's Daring Journey
Disneyland Park	Brass stanchions, brass stanchion balls, brass railings, and brass chains at Mr. Toad's Wild Ride
Disneyland Park	Brass sword and anvil, brass stanchions, brass railings, and brass chains at Sword in the Stone
Disneyland Park	Stained glass at Heraldry Shoppe
Disneyland Park	Stained glass at entrance to Sleeping Beauty Walkthrough
Disneyland Park	Stained glass at entrance to Pinocchio's Journey

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<b>PARK</b>	<b>BRASS OBJECT</b>
Disneyland Park	Stained glass at Village Haus Restaurant
Disneyland Park	Stained glass at doorway and windows, and inside of Bibbidi Bobbidi Boutique
Disneyland Park	Stained glass at entrance and in line to Mr. Toad's Wild Ride
Disneyland Park	Brass guns at Frontierland Shootin' Exposition
Disneyland Park	Stained glass at entryway to Golden Horseshoe Restaurant
Disneyland Park	Brass bell on fire truck Main Street Vehicles
Disneyland Park	Brass drinking fountain at City Hall
Disneyland Park	Brass drinking fountain across from Disney Showcase
Disneyland Park	Brass drinking fountain at Disney Gallery
Disneyland Park	Brass stanchions, brass hand rails, brass railings, and brass chains at Blue Ribbon Cafe/Blue Ribbon Bakery
Disneyland Park	Brass handrails, brass stanchions, brass railings, and brass chains at Gibson Girl Ice Cream Parlor
Disneyland Park	Brass hand rails, brass stanchions, brass railings, and brass chains City Hall
Disneyland Park	Brass handles on movie flip card "Rotoscope" machines at Penny Arcade
Disneyland Park	Brass rails on Main Street Vehicles
Disneyland Park	Brass stanchion balls at Walt and Mickey Plaza
Disneyland Park	Brass statues at Walt and Mickey Plaza
Disneyland Park	Brass hand rails, brass tray rails, and stained glass at Plaza Inn/Plaza Inn Restaurant
Disneyland Park	Brass door knobs, brass radio dial/button at Mickey Mouse's House
Disneyland Park	Brass perfume bottle top at Minnie Mouse's House
Disneyland Park	Brass post office box knobs at Toon Town Post Office
Disneyland Park	Brass drinking fountain at River Belle Terrace; brass tray rails, and brass hand rails at River Belle Terrace
Disneyland Park	Brass hand rails at French Market



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PARK	BRASS OBJECT
Disneyland Park	Brass stanchion balls at Cafe Orleans
Disneyland Park	Brass stanchions, brass stanchion balls, brass railings, and brass chains at Haunted Mansion
Disneyland Park	Brass stanchions, brass stanchion balls, brass railings, and brass chains at Pirates of the Caribbean
Disneyland Park	Brass stanchion balls at French Market
Disneyland Park	Brass drinking fountain at front of park, guest services
Disneyland Park	Stained glass lamps at Innoventions