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JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

WALMART INC.,  
Cross-Complainant,  
vs.  
WIND CHIME PROPERTIES, L.P.; and  
ROES 1 to 10,  
Cross-Defendants.

Case No.: 2:20-cv-01371-MWF-PJW

**ORDER GRANTING STIPULATION  
FOR DISMISSAL OF ONE CLAIM  
WITH PREJUDICE AND ALL  
OTHERS WITHOUT PREJUDICE**

Pursuant to the Mandatory Settlement Conference and settlement and terms reached on the record on October 7, 2022, before the Honorable Magistrate Judge Jean P. Rosenbluth, and having considered Cross-Complainant Walmart Inc.’s (“Walmart”) and Cross-Defendant Wind Chime Properties, L.P.’s (“Wind Chime”) Joint Stipulation, the Court hereby ORDERS THAT:

1. Walmart’s First Claim for Express Contractual Indemnity solely for reimbursement for fees and costs of the *Neal* case is dismissed, with prejudice, but does not include other charge backs, accounting adjustments, ADA remediation needed, nor breaches of the lease between Wind Chime and Walmart; and,

2. All other claims, including the Second Claim for Breach of Contract, Third Claim for Accounting, and Fourth Claim for Declaratory Relief, are dismissed,

1 *without prejudice*, and these claims and all other issues between Walmart and Wind  
2 Chime are subject to negotiations between the parties through another process.

3 The Parties will bear their own fees and costs.

4 **IT IS HEREBY ORDERED.**

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6 Dated: November 21, 2022

  
MICHAEL W. FITZGERALD  
United States District Judge

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