

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF ILLINOIS**

<b>CAROL EDWARDS,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 10-1011</b>
	)	
<b>REGIS CORP., a foreign corporation,</b>	)	
<b>and WAL-MART STORES, INC.,</b>	)	
<b>a foreign corporation,</b>	)	
	)	
<b>Defendants.</b>	)	

**ORDER**

Now before the Court is Defendant Wal-Mart Stores, Inc.’s (“Wal-Mart”) Federal Rule 12(b)(6) Motion to Dismiss. For the reasons set forth below, Wal-Mart’s Motion [#10] is GRANTED.

On January 15, 2010, Plaintiff Carol Edwards (“Edwards”) filed a Complaint against Wal-Mart and Regis Corp. (“Regis”), alleging negligence against both Wal-Mart and Regis. She alleges that she incurred injuries as a result of falling from a chair at the SmartStyle salon<sup>1</sup> located within the Wal-Mart at 8915 North Allen Road, Peoria, Illinois. On March 19, 2010, Wal-Mart filed its Motion to Dismiss, arguing that pursuant to the express terms of the Lease Agreement controlling Regis’ use of the leased space within the Allen Road Wal-Mart, Wal-Mart took no part in either the maintenance or repair of the chair within the Regis beauty salon that is the subject of this litigation. Wal-Mart attached the August 11, 1999, Lease Agreement entered into by Wal-Mart and Regis, which provided that Regis was solely responsible for the

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<sup>1</sup> Regis’ salon is known as SmartStyle.

maintenance and repair of the demised premises,<sup>2</sup> and which was in full force and effect at all times relevant to the allegations contained in Edwards' Complaint. Wal-Mart further argues that given Edwards' allegation of Wal-Mart's failure to exercise due care to ensure the chair was in a reasonably safe condition, and given the terms of the Lease Agreement, Wal-Mart should be dismissed from the case. Edwards filed her Response to Wal-Mart's Motion to Dismiss, stating that on the basis of the information contained in the Motion and its attached Exhibits A (Plaintiff's Complaint) and B (Wal-Mart Shopping Center Lease Agreement), she offered no objection to Wal-Mart's Motion to Dismiss.

Accordingly, Wal-Mart's Federal Rule 12(b)(6) Motion to Dismiss [#10] is GRANTED, as Plaintiff Edwards does not oppose the motion. Wal-Mart is TERMINATED as a party from this case. This matter is referred to the Magistrate Judge for further proceedings.

ENTERED this 27<sup>th</sup> day of April, 2010.

s/Michael M. Mihm  
Michael M. Mihm  
United States District Judge

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<sup>2</sup> "Demised Premises" is defined in the parties' Lease Agreement as "Located in WAL-MART SUPERCENTERS with store numbers, addresses and square footages as outlined in Exhibit D attached hereto." See Dft's Motion to Dismiss Exh. B.