

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

MOTORS LIQUIDATION COMPANY, f/k/a
GENERAL MOTORS CORPORATION, *et al.*,

Debtors.

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MOTORS LIQUIDATION COMPANY AVOIDANCE
ACTION TRUST, by and through the Wilmington Trust
Company, solely in its capacity as Trust Administrator and
Trustee,

Plaintiff,

against

JPMORGAN CHASE BANK, N.A., *et al.*,

Defendants.
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Chapter 11

Case No. 09-50026 (MG)
(Jointly Administered)

Adversary Proceeding

Case No. 09-00504 (MG)

**STIPULATION AND ORDER DISMISSING
ADVERSARY PROCEEDING AGAINST ARES IIR/IVR CLO LTD.**

WHEREAS, on May 20, 2015, Plaintiff filed a First Amended Adversary Complaint for (1) Avoidance of Unperfected Lien, (2) Avoidance and Recovery of the Postpetition Transfers, (3) Avoidance and Recovery of Preferential Payments, and (4) Disallowance of Claims by Defendants (“Amended Complaint”) (ECF No. 91) and thereafter served the Amended Complaint on, among others, defendant Ares IIR/IVR CLO Ltd. (“Defendant”);

WHEREAS, the claims asserted against Defendant in the Amended Complaint concern a certain pre-petition interest payment made on or before May 27, 2009, totaling \$38,894.12 (the “Pre-petition Transfer”) and a certain post-petition transfer totaling \$11,103.25 (the “Post-petition Transfer”), both of which Plaintiff asserts were made pursuant to a certain term loan agreement, dated as of November 29, 2006, as amended by that certain first amendment dated as of March 4, 2009 (the “Term Loan Agreement”);

WHEREAS, on November 16, 2015, Defendant filed an Answer to the Amended Complaint (ECF No. 241); and

WHEREAS, on November 17, 2016, the Court entered a stipulation and order dismissing with prejudice the claim against Defendant related to the Pre-petition Transfer (ECF No. 788);

WHEREAS, Defendant represents that, to the best of its knowledge, it did not receive any funds related to the Term Loan Agreement on or after June 30, 2009, other than the Post-petition Transfer;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the parties, that Defendant is dismissed from this adversary proceeding and any and all claims against Defendant arising out of or related to the Term Loan Agreement are dismissed with prejudice.

Dated: New York, New York
November 20, 2017

New York, New York
November 20, 2017

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IT IS SO ORDERED.

Dated: November 21, 2017
New York, New York

 /s/ Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge