

**HAHN & HESSEN LLP**

Mark T. Power, Esq.  
Alison M. Ladd, Esq.  
488 Madison Avenue  
New York, New York 10022  
Telephone: 212-478-7200  
Facsimile: 212-478-7400

*Attorneys for Foothill CLO I, Ltd.*

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

In re:  MOTOR LIQUIDATION COMPANY, <i>et al.</i> ,  Debtors.	Chapter 11  Case No. 09-50026 (MG)  (Jointly Administered)
MOTOR LIQUIDATION COMPANY AVOIDANCE ACTION TRUST, by and through the Wilmington Trust Company, solely in its capacity as Trust Administrator and Trustee,  Plaintiff,  vs.  JP MORGAN CHASE BANK, N.A., <i>et al.</i> ,  Defendants.	Adversary Proceeding  Case No. 09-00504 (MG)

**JOINDER OF FOOTHILL CLO I, LTD.  
IN PENDING RULE 12 MOTIONS AND  
ANSWER TO AMENDED COMPLAINT**

Foothill CLO I, Ltd. ("Foothill") hereby joins in the (I) *Certain Term Loan Investor Defendants' Joint Motion to Dismiss Plaintiff's Amended Complaint* (ECF No. 226) and accompanying *Memorandum of Law* (ECF No. 226-1), (II) *Motion of Ad Hoc Group of Term Lenders (1) to Vacate Certain Prior Orders of the Court; and (2) to Dismiss the Adversary Proceeding* (ECF No. 262), (III) *Motion of Term Loan Lenders for Judgment on the Pleadings* (ECF No. 377),

(IV) *Memorandum of Law in Support of the Moving Term Loan Lenders' Motion for Judgment on the Pleadings* (ECF 390), (V) *Joinder to Omnibus Reply And Supplemental Reply Memorandum of Law in Support of Certain TLI Defendants Joint Motion to Dismiss Plaintiffs Amended Complaint* (ECF No. 450), and (VI) *Omnibus Reply In Support of Certain Term Lenders' Rule 12 Motions* (ECF No. 467); and adopt the same as if set forth fully herein.

Alternatively, Foothill, by its undersigned attorneys, hereby answers the First Amended Adversary Complaint for (1) Avoidance of Unperfected Lien, (2) Avoidance and Recovery of Postpetition Transfers, (3) Avoidance and Recovery of Preferential Payments and (4) Disallowance of Claims by Defendants dated May 20, 2015 (the "Amended Complaint") of Plaintiff Motors Liquidation Company Avoidance Action Trust (the "AAT"). Foothill answers as follows:

1. The allegations set forth in Paragraph 1 of the Amended Complaint constitute legal conclusions as to which no response is required.

2. The allegations set forth in Paragraph 2 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of the Amended Complaint.

3. The allegations set forth in Paragraph 3 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of the Amended Complaint.

4. The allegations set forth in Paragraph 4 of the Amended Complaint do not contain any allegations against Foothill, and as such no response is required. To the extent

a response is required, in accordance with Local Bankruptcy Rule 7012-1, Foothill does not consent to the entry of final orders or judgment by the Bankruptcy Court if it is determined that the Bankruptcy Court does not have jurisdiction to enter a final judgment or order consistent with Article III of the United States Constitution.

5. The allegations set forth in Paragraph 5 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 of the Amended Complaint.

6. Admits the allegations set forth in Paragraph 6 of the Amended Complaint.

7. Admits the allegations set forth in Paragraph 7 of the Amended Complaint.

8. The allegations set forth in Paragraph 8 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in Paragraph 8 of the Amended Complaint, except admits that the *Final Order Pursuant to Bankruptcy Code Sections 105(a), 361, 362, 363, 364 and 507 and Bankruptcy Rules 2002, 4001 and 6004(A) Approving a DIP Credit Facility and Authorizing the Debtors to Obtain Post-Petition Financing Pursuant Thereto, (B) Granting Related Liens and Super-Priority Status, (C) Authorizing the Use of Cash Collateral and (D) Granting Adequate Protection to Certain Pre-Petition Secured Parties*, dated June 25, 2009 [D.I. 2529] (the “DIP Order”) provides the Official Committee of Unsecured Creditors of Motors Liquidation Company f/k/a General Motors Corporation (the “Committee”) with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured Parties [as defined in the DIP Order]”, and refers to the DIP Order for a full and accurate recitation of its terms.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9 of the Amended Complaint.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of the Amended Complaint.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Amended Complaint.

12. The allegations set forth in Paragraph 12 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in Paragraph 12 of the Amended Complaint, except admits that the Bankruptcy Court entered an order (the “Confirmation Order”) [D.I. 9941] confirming the *Debtors’ Second Amended Joint Chapter 11 Plan* [D.I. 9836] (the “Plan”) and refers to the Plan for a full and accurate recitation of its terms.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Amended Complaint.

14. The allegations set forth in Paragraph 14 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in Paragraph 14 of the Amended Complaint, and refers to the DIP Order, the Confirmation Order, the Plan and the Trust Agreement for the terms set forth therein.

15. The allegations set forth in Paragraphs 15 through 190 and 192 through 568 do not contain any allegations against Foothill, and as such no response is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a

belief as to the truth of the allegations set forth in Paragraphs 15 through 568 (excluding Paragraph 191) of the Amended Complaint.

191. Denies the allegations in Paragraph 191, except admits that Foothill CLO I, Ltd. received funds under the Term Loan Agreement (as defined in the Amended Complaint).

569. The allegations set forth in Paragraph 569 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 569 of the Amended Complaint.

570. The allegations set forth in Paragraph 570 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in Paragraph 570 of the Amended Complaint, except admits that the Trust collectively refers to the parties listed in Paragraphs 15 through 569 of the Amended Complaint as “Defendants.”

571. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 571 of the Amended Complaint, except admits that General Motors Corporation (“General Motors”), Saturn Corporation, and JPMorgan, as Administrative Agent, among others, entered into the Term Loan Agreement and refers to the Term Loan Agreement for the terms set forth therein.

572. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 572 of the Amended Complaint, except admits that certain lenders, including some of those named as Defendants in this action, extended credit to the Debtors secured by a first-priority lien on certain assets of the Debtors pursuant

to the terms of the Term Loan Agreement, and refers to the Term Loan Agreement for the terms set forth therein.

573. Admits the allegations set forth in Paragraph 573 of the Amended Complaint.

574. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 574 of the Amended Complaint, except admits that the Debtors filed a motion on the Petition Date seeking, *inter alia*, authority from the Bankruptcy Court to obtain post-petition financing (the “DIP Motion”) [D.I. 574], and refers to the DIP Motion for the terms set forth therein.

575. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 575 of the Amended Complaint, except admits that the Debtors filed the DIP Motion seeking, *inter alia*, authority from the Bankruptcy Court to apply the proceeds of the DIP Credit Facility (as defined in the DIP Order) to repay in full all claims under the Term Loan Agreement and refers to the DIP Motion for the terms set forth therein.

576. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 576 of the Amended Complaint.

577. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 577 of the Amended Complaint, except admits that the DIP Credit Facility (as defined in the DIP Order) was approved by the Bankruptcy Court and that the DIP Order provides the Committee with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities

Secured Parties [as defined in the DIP Order]” and refers to the DIP Order for the terms set forth therein.

578. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 578 of the Amended Complaint, except admits that the interest and principal outstanding at the time of payment under the Term Loan Agreement has been repaid out of the proceeds of the DIP Credit Facility (as defined in the DIP Order) and refers to the DIP Order for the terms set forth therein.

579. The allegations set forth in Paragraph 579 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 579 of the Amended Complaint and refers to the DIP Order for the terms set forth therein.

580. Denies the allegations set forth in Paragraph 580 of the Amended Complaint, except admits that the Committee purported to bring this action to challenge the first-priority lien that secured the loan made under the Term Loan Agreement.

581. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 581 of the Amended Complaint, except admits that two UCC-1 financing statements were filed with the Delaware Secretary of State on November 30, 2006 in connection with the Term Loan Agreement (the “Term Loan UCC Financing Statements”), and refers to the Term Loan UCC Financing Statements for the terms set forth therein.

582. Denies the allegations set forth in Paragraph 582 of the Amended Complaint, except admit that a UCC-3 financing statement amendment dated October 30,

2008 (the “October 2008 Amendment”) was filed with the Delaware Secretary of State, and respectfully refers to the October 2008 Amendment for the terms set forth therein.

583. The allegations set forth in Paragraph 583 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in paragraph 583 of the Amended Complaint.

584. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 584 of the Amended Complaint, except admits that on or about March 1, 2013, the Bankruptcy Court entered a *Decision on Cross Motions for Summary Judgment* (the “Decision”) [Adv. Pro. D.I. 71], a *Judgment* (the “Judgment”) [Adv. Pro. D.I. 73] and an *Order on Cross Motions for Summary Judgment* (the “Order”) [Adv. Pro. Dkt. No. 72] and refers to the Decision, the Judgment, and the Order for the terms set forth therein.

585. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 585 of the Amended Complaint, except admits that on or about January 21, 2015, the United States Court of Appeals for the Second Circuit entered a decision (the “Second Circuit Decision”), and refers to the Second Circuit Decision for the terms set forth therein.

**AS AND FOR AN ANSWER  
TO THE FIRST CLAIM FOR RELIEF**

586. Repeats and re-allege their responses to Paragraphs 1 through 585 of the Amended Complaint as if fully set forth herein.

587. The allegations set forth in Paragraph 587 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is

required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 587 of the Amended Complaint.

588. The allegations set forth in Paragraph 588 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in Paragraph 588 of the Amended Complaint.

589. The allegations set forth in Paragraph 589 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill denies the allegations set forth in Paragraph 589 of the Amended Complaint.

**AS AND FOR AN ANSWER  
TO THE SECOND CLAIM FOR RELIEF**

590. Repeats and re-allege their responses to Paragraphs 1 through 589 of the Amended Complaint as if fully set forth herein.

591. Denies the allegations set forth in Paragraph 591 of the Amended Complaint.

592. The allegations set forth in Paragraph 592 of the Amended Complaint constitute legal conclusions as to which no response is required. To the extent a response is required, Foothill admits that Section 549(a) of the Bankruptcy Code states that “the trustee may avoid a transfer of property of the estate . . . that occurs after the commencement of the case . . . that is not authorized . . . by the court” and refers to Section 549 of the Bankruptcy Code for the provisions set forth therein.

593. Denies the allegations set forth in Paragraph 593 of the Amended Complaint, except admits that the DIP Order authorized the Debtors to apply the proceeds

of the DIP Credit Facility (as defined in the DIP Order) to repay amounts outstanding under the Term Loan Agreement and refers to the DIP Order for the terms set forth therein.

594. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 594 of the Amended Complaint.

595. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 595 of the Amended Complaint.

596. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 596 of the Amended Complaint.

597. Denies the allegations set forth in Paragraph 597 of the Amended Complaint, except admits that the DIP Order provides the Trust with certain limited rights “with respect only to the perfection of first priority liens of the Prepetition Senior Facilities Secured Parties [as defined in the DIP Order]” and refer to the DIP Order for the terms set forth therein.

598. Denies the allegations set forth in Paragraph 598 of the Amended Complaint.

599. Denies the allegations set forth in Paragraph 599 of the Amended Complaint.

600. Denies the allegations set forth in Paragraph 600 of the Amended Complaint.

601. Denies the allegations set forth in Paragraph 601 of the Amended Complaint, except admits that some portion of the collateral was secured and perfected by filings other than the Financing Statement.

602. The allegations set forth in Paragraph 602 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 602 of the Amended Complaint.

603. Denies the allegations set forth in Paragraph 603 of the Amended Complaint.

**AS AND FOR AN ANSWER  
TO THE THIRD CLAIM FOR RELIEF**

604. Repeats and re-allege their responses to Paragraphs 1 through 603 of the Amended Complaint as if fully set forth herein.

605. Denies the allegations set forth in Paragraph 605 of the Amended Complaint.

606. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 606 of the Amended Complaint.

607. The allegations set forth in Paragraph 607 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 607 of the Amended Complaint.

608. The allegations set forth in Paragraph 608 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 608 of the Amended Complaint.

609. The allegations set forth in Paragraph 609 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a

response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 609 of the Amended Complaint.

610. The allegations set forth in Paragraph 610 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 610 of the Amended Complaint.

611. The allegations set forth in Paragraph 610 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 610 of the Amended Complaint.

612. Denies the allegations set forth in Paragraph 612 of the Amended Complaint.

613. Denies the allegations set forth in Paragraph 613 of the Amended Complaint.

614. The allegations set forth in Paragraph 611 of the Amended Complaint constitute legal conclusions as to which no responsive pleading is required. To the extent a response is required, Foothill denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 611 of the Amended Complaint.

615. Denies the allegations set forth in Paragraph 615 of the Amended Complaint.

**AS AND FOR AN ANSWER  
TO THE FOURTH CLAIM FOR RELIEF**

616. Repeats and re-allege their responses to Paragraphs 1 through 615 of the Amended Complaint as if fully set forth herein.

617. Denies the allegations set forth in Paragraph 617 of the Amended Complaint.

618. Denies the allegations set forth in Paragraph 618 of the Amended Complaint.

### **AFFIRMATIVE DEFENSE**

In asserting the following additional defenses to Plaintiff's claims, Foothill does not concede that the assertion of such defenses imposes any burden of proof or persuasion on Foothill with respect thereto. Furthermore, Foothill has not yet completed its investigation and, to the extent that investigation and/or discovery warrant, reserves the right to supplement, amend, or delete any or all of the following additional defenses prior to any trial of this action, and to assert any additional cross-claims, counterclaims, and third-party claims as they become known or available.

At the present time, Foothill asserts that the claims alleged in the Amended Complaint against Foothill are barred, in whole or in part, because:

#### **FIRST AFFIRMATIVE DEFENSE**

The Amended Complaint fails to state a claim against Foothill upon which relief may be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred for insufficient service of process.

#### **THIRD AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the statute of limitations.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the doctrines of laches and equitable estoppel.

**FIFTH AFFIRMATIVE DEFENSE**

The October 2008 Amendment is void and ineffective because JPMorgan, in its capacity as Administrative Agent for the Synthetic Lease, was not the secured party of record under the Term Loan UCC Financing Statements and therefore had no power or authority to authorize the Debtors to file the October 2008 Amendment.

**SIXTH AFFIRMATIVE DEFENSE**

The October 2008 Amendment is void and ineffective because JPMorgan did not obtain Foothill's consent to permit the Debtors to file that amendment as required under the Term Loan Agreement.

**SEVENTH AFFIRMATIVE DEFENSE**

The October 2008 Amendment is void and ineffective because JPMorgan, both in its capacity as administrative agent for the Synthetic Lease and in its capacity as Administrative Agent for the Term Loan, exceeded the extent of its authority as an agent of its principals, including Foothill, when it permitted the Debtors to file the October 2008 Amendment.

**EIGHTH AFFIRMATIVE DEFENSE**

The October 2008 Amendment is void and ineffective because JPMorgan did not authorize its filing.

**NINTH AFFIRMATIVE DEFENSE**

The unauthorized filing of the October 2008 Amendment did not waive Foothill's security interest in certain assets of the Debtors pursuant to the Term Loan Agreement and the Term Loan UCC Financing Statements.

**TENTH AFFIRMATIVE DEFENSE**

Foothill was a secured party and had a perfected security interest on the Petition Date in certain assets of the Debtors pursuant to the Term Loan Agreement as set forth in multiple UCC-1 financing statements filed throughout the United States, including, but not limited to the UCC-1 financing statement numbered 6416822 3 and filed on November 30, 2006 with the Secretary of State of Delaware listing Saturn Corporation as the "debtor" as well as multiple state fixture filings.

**ELEVENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint against Foothill are barred by the doctrines of *in pari delicto*, unclean hands and/or the *Wagoner* Rule.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiff is estopped from alleging that the security interest of Foothill was terminated or, in the alternative, the Bankruptcy Court should find that the Debtors held the collateral under the Term Loan Agreement pursuant to a constructive trust.

**THIRTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint against Foothill are barred by the doctrine of mistake, which requires reinstatement of the erroneously discharged security interests.

**FOURTEENTH AFFIRMATIVE DEFENSE**

At the time any of the purported transfers referenced in the Amended Complaint were allegedly made by the Debtors, Foothill was a perfected secured creditor thereby excepting all of the alleged transfers from avoidance as preferential transfers pursuant to Bankruptcy Code Section 547(b)(5).

**FIFTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint against Foothill are barred by the doctrine of earmarking.

**SIXTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred to the extent that Foothill is not a transferee from which the Trust may recover the value of an avoided transfer under Section 550(b) of the Bankruptcy Code.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint against Foothill are barred to the extent Foothill was a mere conduit with respect to any of the alleged transfers.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred to the extent Foothill did not receive a transfer made under the Term Loan Agreement on May 27, 2009.

**NINETEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred to the extent Foothill did not receive a transfer made under the Term Loan Agreement on June 30, 2009.

**TWENTIETH AFFIRMATIVE DEFENSE**

Because the DIP Order reserves for the Trust “only [the right to challenge] the perfection of first priority liens of the Postpetition Senior Facilities Secured Parties,” the Trust lacks standing and authority to bring the Second, Third, and Fourth Claims for Relief asserted in the Amended Complaint.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

The First and Third Claims for Relief, and the Fourth Claim for Relief inasmuch as it seeks disallowance in connection with the First and Third Claims for Relief, are barred by Section 546(e) of the Bankruptcy Code.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Pursuant to Bankruptcy Code Section 547(c)(2), the alleged transfers sought from Foothill in the Amended Complaint were (a) in payment of a debt incurred by the Debtors in the ordinary course of business or financial affairs of the Debtors and Foothill, (b) made in the ordinary course of business or financial affairs of the Debtors and Foothill, and/or (c) made according to ordinary business terms.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Any injury or damages to the Trust should be reduced to the extent that the culpable conduct of others caused or contributed to any injury or damages that the Trust may have sustained.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

Foothill hereby asserts all defenses available under federal law and under any applicable state law. Additional facts may be revealed in discovery or otherwise that support additional defenses presently available, but unknown, to Foothill. Foothill

therefore reserves its right to assert additional defenses in the event discovery or investigation reveals additional defenses or such additional defenses become apparent at trial.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Foothill hereby adopts and incorporates by reference any and all other defenses asserted or to be asserted by any other defendants named in the Amended Complaint to the extent that such defenses are available to Foothill.

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**WHEREFORE**, Foothill CLO I, Ltd. respectfully request that (I) the Court grant the pending Rule 12 Motions and dismiss the Amended Complaint as against Foothill CLO I, Ltd. with prejudice or (II) judgment be entered in its favor as follows:

- A. Dismissing with prejudice Plaintiff's Amended Complaint in its entirety and on the merits;
- B. Awarding Foothill its costs of defending this action, including reasonable attorneys' fees, costs and disbursements; and
- C. Awarding Foothill such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
May 18, 2016

Respectfully submitted,

HAHN & HESSEN LLP

By: /s/ Mark T. Power

Mark T. Power, Esq.  
Alison M. Ladd, Esq.  
488 Madison Avenue  
New York, NY 10022  
Telephone: (212) 478-7200  
Facsimile: (212) 478-7400

*Attorneys for Foothill CLO I, Ltd.*