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## **COLE SCHOTZ P.C.**

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Attorneys for Defendant Hewlett-Packard Company

UNIT	ED STA	ATES	BANK	RUP	TCY	COURT	Γ
SOUT	THERN	DIST	RICT	OF N	EW Y	YORK	

SOUTHERN DISTRICT OF NEW 1		
In re:	x	
		Chapter 11
MOTORS LIQUIDATION COMPANY	Y, f/k/a	
GENERAL MOTORS CORPORATION	N, et al.,	Case No. 09-50026 (MG) (Jointly Administered)
	Debtors.	
MOTORS LIQUIDATION COMPANY ACTION TRUST, by and through the V Company, solely in its capacity as Trust	Y AVOIDANCE Wilmington Trust	
Trustee,		
,	D1 : .:.cc	Adversary Proceeding
	Plaintiff,	
		Case No. 09-00504 (MG)

against

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

Defendants.

## STIPULATION AND [PROPOSED] ORDER DISMISSING ADVERSARY PROCEEDING AGAINST HEWLETT-PACKARD COMPANY

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 defendants, Hewlett-Packard Company, n/k/a HP, Inc.

("Defendant");

WHEREAS, the claim asserted against Defendant in the Amended Complaint concerns a

certain transfer to Defendant's affiliate, Hewlett-Packard Company Master Trust in the amount of

\$86,536.49 (the "Transfer"), which Plaintiff asserts was 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 30, 2015, Defendant filed an Answer to the Amended

Complaint (ECF No. 297); and

WHEREAS, Defendant represents that it did not receive any distributions under the Term

Loan Agreement;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and

between counsel for the parties, as follows:

1. Defendant is dismissed from this adversary proceeding and any and all claims

against Defendant arising out of the Term Loan Agreement are dismissed with prejudice; and

2. Any and all claims arising out of the Transfer are dismissed with prejudice.

Dated: New York, New York

July 14, 2016

New York, New York

July 14, 2016

BINDER & SCHWARTZ LLP

**COLE SCHOTZ P.C.** 

By: /s/ Eric B. Fisher

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By: /s/Jill B. Bienstock

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Attorneys for Defendant Hewlett-Packard Company

## **SO ORDERED**

Dated: New York, New York

July \_\_\_\_, 2016

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Martin Glenn

United States Bankruptcy Judge