

BINDER & SCHWARTZ LLP

Eric B. Fisher
Neil S. Binder
Lindsay A. Bush
Lauren K. Handelsman
366 Madison Avenue, 6th Floor
New York, New York 10017
Telephone: (212) 510-7008
Facsimile: (212) 510-7299

Attorneys for Plaintiff

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

-----X
In re:

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

Debtors.

-----X
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.
-----X

Chapter 11

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

Adversary Proceeding

Case No. 09-00504 (MG)

**NOTICE OF DISMISSAL OF
ADVERSARY PROCEEDING AGAINST
PACIFIC SELECT FUND FLOATING RATE LOAN PORTFOLIO**

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**”) (Adv. Pro. Dkt. No. 91) and thereafter served the Amended Complaint on, among others, Defendant Pacific Select Fund Floating Rate Loan Portfolio (“**Defendant**,” as identified in the Amended Complaint ¶228 as “Highland – PAC SEL FD FLTG RT LN”); and

WHEREAS, the claims asserted against Defendant in the Amended Complaint concern a certain prepetition transfer made to it on or about May 27, 2009 in the amount of \$43,560.76 (the “**Transfer**”) 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**”); and

WHEREAS, the parties have amicably resolved all differences;

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 41(a), made applicable to this action by Rule 7041 of the Federal Rules of Bankruptcy Procedure, the claims against Defendant **Pacific Select Fund Floating Rate Loan Portfolio** (as identified in Amended Complaint ¶228 as “Highland – PAC SEL FD FLTG RT LN”), solely with respect to the Transfer, are dismissed from this adversary proceeding with prejudice; and Defendants are dismissed from this adversary proceeding without prejudice as to any additional claims Plaintiff may have against Defendants arising out of the Term Loan Agreement.

Dated: New York, New York
August 2, 2016

BINDER & SCHWARTZ LLP

/s/Eric B. Fisher

Eric B. Fisher

Neil S. Binder

Lindsay A. Bush

Lauren K. Handelsman

366 Madison Avenue, 6th Floor

New York, New York 10017

Telephone: (212) 510-7008

Facsimile: (212) 510-7299

Email: efisher@binderschwartz.com

Attorneys for Plaintiff