



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 26, 2025

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

TRICOLOR HOLDINGS, LLC, et al.,

Debtors.¹

Chapter 7

Case No. 25-33487 (MVL)

**STIPULATION AND AGREED ORDER PROVIDING FIRST INSURANCE FUNDING
RELIEF FROM THE AUTOMATIC STAY**

Anne Elizabeth Burns, the Chapter 7 trustee (the “Trustee”) of the estates of the above-captioned debtors (the “Debtors”) and First Insurance Funding (“FIF,” and together with the

¹ The Debtors and their bankruptcy case numbers are: Tricolor Holdings, LLC (25-33487), TAG Intermediate Holding Company, LLC (25-33495), Tricolor Auto Group, LLC (25-33496), Tricolor Auto Acceptance, LLC (25-33497), Tricolor Insurance Agency, LLC (25-33512), Tricolor Home Loans LLC (25-33511), Tricolor Real Estate Services (25-33514), TAG California Holding Company, LLC (25-33493), Flexi Compras Autos, LLC (25-33490), TAG California Intermediate Holding Company, LLC (25-33494), Tricolor California Auto Group, LLC (25-33502), Tricolor California Auto Acceptance, LLC (25-33501), Risk Analytics LLC (25-33491), Tricolor Tax, LLC (25-33515), Tricolor Financial, LLC (25-33510), Tricolor Auto Receivables LLC (25-33498), TAG Asset Funding, LLC (25-33492), Apoyo Financial, LLC (25-33489).



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Trustee, the “Parties”) hereby enter into this stipulation and order (this “Stipulation and Agreed Order”) seeking to provide FIF relief from the automatic stay as follows:²

RECITALS

WHEREAS, on September 10, 2025 (the “Petition Date”), the Debtors commenced the Chapter 7 Cases by filing voluntary petitions for relief under chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”);

WHEREAS, the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2);

WHEREAS, on September 10, 2025 the Office of the United States Trustee for Region 6 appointed the Trustee in the Chapter 7 Cases;

WHEREAS, on September 26, 2025, the Trustee filed a motion to operate the businesses of the Debtors pursuant to Bankruptcy Code section 721. *See* Docket No. 110. Thereafter, the Court entered the 721 Order;

WHEREAS, before the Petition Date, on or about June 19, 2025, the Debtors and FIF entered into a Premium Financing Agreement. The Premium Financing Agreement sets forth the terms under which the Debtors agreed to repay FIF the financed amount, plus interest, through scheduled monthly installments. Following execution of the Premium Financing Agreement, FIF funded Financed Insurance³, which consists of fourteen (14) policies held by one or more of the

² Capitalized terms not defined herein have the meanings ascribed to them in *First Insurance Funding’s Motion for Relief from the Automatic Stay as to Premium Finance Agreement* [Docket No. 270] (the “Motion”) and *Trustee’s Limited Objection to First Insurance Funding’s Motion for Relief from the Automatic Stay as to Premium Financing Agreement* [Docket No. 352] (the “Objection”), as applicable.

³ The Financed Insurance is as follows: (1) Excess Liability policy (No. 93651584) with Federal Insurance Company; (2) Excess Liability policy (No. 8032989361) with Continental Insurance Co; (3) Professional Liability policy (No. WDO1975148 03) with Wesco Insurance Company; (4) Professional Liability policy (No. 7GA7PX0000937-03) with Bridgeway Insurance Company; (5) Cyber Liability policy (No. 720000816-0003)

Debtors. The Financed Insurance each have a twelve (12) month policy term effective June 16, 2025;

WHEREAS, on October 27, 2025, FIF filed the Motion seeking retroactive relief from the automatic stay to exercise its rights pursuant to the Premium Financing Agreement and applicable law, including to (i) cancel the Financed Insurance as of the Default Date and recover the Premium Financing Agreement Collateral directly from the Agent or Insurers and (ii) apply the recovered Premium Financing Agreement Collateral to the Indebtedness;

WHEREAS, the Court has set a hearing on the Motion on Tuesday, November 25, 2025 at 1:30 P.M. (Prevailing Central Time) (the “Hearing”);

WHEREAS, on November 10, 2025, the Trustee filed her Objection to the Motion.

WHEREAS, by this Stipulation and Agreed Order, the Parties seek to resolve certain outstanding issues between the Parties related to the Premium Financing Agreement, as soon as practicable, on the terms set forth herein.

STIPULATION AND AGREED ORDER

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE PARTIES AND UPON APPROVAL OF THE COURT, IT IS SO ORDERED:

1. Pursuant to Bankruptcy Code section 362, the automatic stay is hereby modified to permit FIF to exercise all rights and remedies available under applicable non-bankruptcy law in connection with the Premium Financing Agreement, the Financed Insurance, and the Premium

with Homeland Ins Co of NY; (6) Cyber Liability policy (No. H25CXS21214-00) with Houston Casualty Company; (7) Package policy (No. 106848518) with Travelers Casualty & Surety Co; (8) Crime policy (No. V32A61230302) with Beazley Group; (9) Excess D&O policy (No. 794111969) with Continental Casualty Company; (10) Excess D&O policy (No. ORPRO 13 103527) with Old Republic Insurance Co; (11) Earthquake policy (No. SSE90608-03) with QBE Specialty Insurance Co; (12) Earthquake policy (No. SWD10773-00) with Lloyds of London; (13) Earthquake policy (No. LLD42453-00) with Lloyds of London; and (14) Cyber Liability policy (No. CXS-108012208-01) with Travelers Excess & Surp Lines (collectively, the carriers for the Financed Insurance are the “Insurers”).

Financing Agreement Collateral.

2. FIF is authorized to take all actions necessary to (i) effectuate cancellation of the Financed Insurance effective as of November 20, 2025 (the “Cancellation Date”), without further contractual or statutory notice; (ii) recover the Premium Financing Agreement Collateral directly from the Agent and/or the Insurers, including any unused portion of insurance premiums; and (iii) apply any recoveries to the Indebtedness owed to FIF under the Premium Financing Agreement.

3. To the extent recovered unearned premiums exceed the Indebtedness, FIF shall promptly remit the excess to the Trustee for the benefit of the Debtors’ estates, accompanied by a detailed accounting

4. To the extent any Insurer requires audits of the Financed Insurance, the Trustee and the Debtor shall fully cooperate with such audits.

5. FIF expressly reserves, and shall not be deemed to have waived, the right to seek: (i) allowance and payment of a Chapter 7 administrative expense claim in the amount of \$245,238.96, representing the Trustee’s daily use of the Financed Insurance from the Default Date through the Cancellation Date (74 days × \$3,314.04); and/or (ii) surcharge, or to compel the Trustee to surcharge, any collateral securing an allowed secured claim to the extent the Financed Insurance preserved or benefited such collateral. Notwithstanding, the Trustee reserves, and shall not be deemed to have waived, the right to object thereto.

6. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Court, and the stay otherwise imposed under Bankruptcy Rule 4001-3 shall be waived.

7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation and Agreed Order, and the Parties hereby consent to such

jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

8. The Hearing on the Motion is hereby cancelled.

9. The undersigned hereby represents and warrants that they have full authority to execute this Stipulation and Agreed Order on behalf of the respective parties and that the respective parties have full knowledge of, and have consented to, this Stipulation and Agreed Order. This Stipulation and Agreed Order may be executed in counterparts and/or by facsimile or other electronic signature, and each such counterpart together with the others shall constitute one and the same instrument.

10. The Parties agree that each of them has had a full opportunity to participate in the drafting of this Stipulation and Agreed Order, and any claimed ambiguity shall be construed neither for nor against either of the Parties.

11. This Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto.

12. This Stipulation and Agreed Order shall not be modified, altered, amended, or supplemented except by a writing executed by the Parties or their authorized representatives.

13. The Trustee is authorized and empowered to take all actions necessary to implement the relief requested in this Stipulation and Agreed Order.

END OF ORDER

STIPULATED AND AGREED TO BY:

Dated: November 21, 2025

/s/ Charles R. Gibbs

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CERTIFICATE OF SERVICE

I do hereby certify that on November 21, 2025, a true and correct copy of the foregoing document was served via CM/ECF for the United States Bankruptcy Court for the Northern District of Texas on all parties authorized to receive electronic notice in this case.

/s/ Charles R. Gibbs

Charles R. Gibbs