

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

In re:

TRICOLOR HOLDINGS, LLC, *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 7  
)  
) Case No. 25-33487 (MVL)  
)  
)  
)

**NOTICE OF APPEARANCE AND REQUEST FOR NOTICE**

PLEASE TAKE NOTICE that the undersigned hereby appears as counsel for Automotive Rentals, Inc. t/a Holman (“**Holman**”), pursuant to, among other things, Federal Rules of Bankruptcy Procedure 2002, 7005, 9007 and 9010, Holman requests that all notices given or required to be given, and all papers served or required to be served, in this case be given to and served on:

Mark J. Chaney, III, Esq.  
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PLEASE TAKE FURTHER NOTICE that this request includes not only the notices and papers referred to in the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), including, without limitation, those Bankruptcy Rules specified above, but also includes, without

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<sup>1</sup> The Debtors in these chapter 7 cases are as follows: Tricolor Holdings, LLC, TAG Intermediate Holding Company, LLC, Tricolor Auto Group, LLC, Tricolor Auto Acceptance, LLC, Tricolor Insurance Agency, LLC, Tricolor Home Loans LLC dba Tricolor Mortgage, Tricolor Real Estate Services, LLC, TAG California Holding Company, LLC, Flexi Compras Autos, LLC, TAG California Intermediate Holding Company, LLC, Tricolor California Auto Group, LLC, Tricolor California Auto Acceptance, LLC, Risk Analytics LLC, Tricolor Tax, LLC, Tricolor Financial, LLC, Tricolor Auto Receivables LLC, Tricolor Asset Funding, LLC, and Apoyo Financial, LLC.



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limitation, any plan and objections thereto, notices of any orders, pleadings, motions, applications, complaints, demands, hearings, answers, responses, memoranda and/or briefs in support of the foregoing, any other documents brought before the Court with respect to those pleadings, whether formal or informal, whether written or oral, and whether transmitted or conveyed by mail, hand delivery, telephone, telegraph, telex, facsimile, e-mail or otherwise, which (1) affects or seeks to affect in any way any rights or interests of any creditor or party-in-interest in this case, including, without limitation, Holman, with respect to (a) the debtor, (b) property of the debtor's estate, or proceeds thereof, in which the debtor and/or Holman may claim an interest, or (c) property or proceeds thereof in the possession, custody, or control of others that the debtor may seek to use; or (2) requires or seeks to require any act, delivery of any property, payment or other conduct of Holman.

PLEASE TAKE FURTHER NOTICE that Holman intends that neither this Notice of Appearance nor any appearance, pleading, claim or suit shall be deemed or construed as: (a) an election of remedies; (b) a consent by Holman to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Holman; (c) a consent by Holman to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. §157(e) or otherwise; (d) a waiver of the right of Holman to a trial by jury in any proceeding so triable herein or in any case, controversy or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. §157(b)(2), and whether such jury trial is pursuant to statute or the United States Constitution; (e) a waiver of the right of Holman to have final orders in non-core matters entered only after de novo review and judgment by a District Court; (f) a waiver of the right of Holman to have the reference

withdrawn by the District Court in any matter subject to mandatory or discretionary withdrawal; (g) a waiver of any past, present or future event of default; or (h) a waiver or limitation of any rights of Holman, including without limitation, a waiver of rights, claims, actions, defenses, set-offs or recoupments to which Holman is or may be entitled under agreements, in law or in equity, all of which rights, claims, actions, defenses, set-offs and recoupments are expressly reserved by Holman.

Respectfully submitted, this 16<sup>th</sup> day of December, 2025.

/s/ Mark J. Chaney, III  
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*Counsel for Automotive Rentals, Inc. t/a Holman*

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of December 2025, a true and correct copy of the forgoing Notice of Appearance and Request for Notices was sent via ECF Noticing to all parties registered to receive CM/ECF Notices in these chapter 7 cases.

/s/ Mark J. Chaney, III  
Mark J. Chaney, III