

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

)	
In re:)	Chapter 7
)	
TRICOLOR HOLDINGS, LLC, <i>et al.</i> , ¹)	Case No. 25-33487 (MVL)
)	
Debtors.)	
)	

**STIPULATION AND AGREED ORDER
REGARDING CHAPTER 7 TRUSTEE’S TURNOVER MOTION**

Anne Elizabeth Burns, the duly-appointed Chapter 7 trustee (the “Trustee”) of the estates of the above-captioned debtors and debtors-in-possession (the “Debtors”), by and through her

¹ 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.



undersigned counsel, and Jeffrey Carruth, counsel to Navarro's Towing ("Navarro" and, together with the Trustee, each a "Party" and collectively, the "Parties") hereby stipulate and agree as follows (the "Agreed Order and Stipulation"):

RECITALS

WHEREAS, on September 10, 2025 (the "Petition Date"), the Debtors each commenced a case by filing a petition for relief under chapter 7 of the Bankruptcy Code (collectively, the "Chapter 7 Cases").

WHEREAS, prior to the Petition Date, the Debtors maintained a dealership lot located at 4730 Firestone Blvd., South Gate, CA 90280 (the "Firestone Lot") for the purpose of, among other things, displaying, marketing, and selling vehicles owned by the Debtors.

WHEREAS, following the Petition Date, the landlord of the Firestone Lot instructed Navarro to remove approximately twenty-three (23) vehicles that the Trustee contends are property of the Debtors' bankruptcy estates (the "Vehicles") from the Firestone Lot and transport them to Navarro's premises for storage; a preliminary list of such Vehicles, including their respective identifying information, is attached hereto as **Exhibit A**.

WHEREAS, the Trustee asserts that **Exhibit A** may not reflect all Vehicles transferred from the Firestone Lot to Navarro, and such contention is disputed by Navarro.

WHEREAS, on February 6, 2026, the Trustee filed the *Chapter 7 Trustee's Emergency Motion for Entry of an Order (I) Enforcing Provisions of the Automatic Stay Against Navarro's Towing, and (II) Compelling Navarro's Towing to Turn Over Property of the Estate* [Docket No. 753] (the "Motion"), seeking to enforce the automatic stay and compel Navarro to turn over the Vehicles and other property of the Debtors' bankruptcy estates in its possession, custody, or control.

WHEREAS, the Motion currently is set for hearing on March 23, 2026, at 1:30 p.m. (prevailing Central Time).

WHEREAS, on February 12, 2026, following the filing of the Motion, counsel to Navarro contacted counsel for the Trustee to discuss resolving the Motion.

WHEREAS, the Parties agree that seventeen (17) of the Vehicles constitute property of the Debtors' bankruptcy estates, as reflected on **Exhibit B** (the "Undisputed Vehicles").

WHEREAS, the Parties dispute whether the remaining six (6) Vehicles identified on **Exhibit A** constitute property of the Debtors' bankruptcy estates. A list of such Vehicles is attached hereto as **Exhibit C** (the "Disputed Vehicles").

WHEREAS, the Parties further agree to cooperate in identifying any additional Vehicles not listed on **Exhibit A**, but otherwise in Navarro's possession that may constitute property of the Debtors' bankruptcy estates (the "Unidentified Vehicles").

WHEREAS, the Parties desire to compromise and settle all disputes, claims, and controversies arising out of or related to the Vehicles, including the Undisputed Vehicles, Disputed Vehicles, and the Unidentified Vehicles, subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, it is stipulated and agreed to by and between the Parties as follows:

1. The foregoing recitals are incorporated fully herein by reference.
2. Within a reasonable time after entry of an order approving this Agreed Order and Stipulation, as mutually agreed upon by the Parties, Navarro shall turn over to the Trustee, by and through her authorized agent, Vervent, Inc. ("Vervent"), and the Trustee and Vervent promptly shall act to recover, all Undisputed Vehicles currently in Navarro's possession, custody, or control.

3. Within five (5) business days after entry of an order approving this Agreed Order and Stipulation, Navarro shall produce to the Trustee a written list identifying all Vehicles removed by Navarro from the Firestone Lot at the direction of the Firestone landlord, including, to the extent available, the make, model, year, and vehicle identification number (“VIN”) for each such Vehicle (the “Navarro Removed Vehicle List”) to the extent that any variance exists between the Navarro Removed Vehicle List and the Schedules attached to this Order.

4. Within a reasonable time after entry of this Order, the Trustee shall provide Navarro with documentation reasonably sufficient to demonstrate that any Unidentified Vehicles or Disputed Vehicles constitute property of the Debtors’ bankruptcy estates.

5. Upon receipt of the Navarro Removed Vehicle List, the Trustee shall review the list and, within a reasonable time thereafter, provide Navarro with documentation reasonably sufficient to demonstrate that any Unidentified Vehicles or Disputed Vehicles identified on the Navarro Removed Vehicle List constitute property of the Debtors’ bankruptcy estates.

6. To the extent the Trustee furnishes documentation reasonably sufficient to demonstrate that any Vehicles, including Unidentified Vehicles or Disputed Vehicles, constitute property of the Debtors’ bankruptcy estates, Navarro shall turn over such Vehicles to the Trustee, by and through Vervent, within a reasonable time after receipt of such documentation as mutually agreed upon by the Parties.

7. Navarro shall have the right to file a request for allowance of an administrative expense claim under section 503 of the Bankruptcy Code for any alleged postpetition towing or storage charges, subject to the Trustee’s right to object to the allowance, priority, or amount of any such claim. Nothing herein constitutes an admission as to the validity, amount, priority, or allowability of any such claim.

8. Upon entry by the Bankruptcy Court of this Agreed Order and Stipulation, the Trustee shall withdraw the Motion without prejudice.

9. The Agreed Order and Stipulation shall not be construed as an admission of liability or wrongdoing by any Party. Except as expressly set forth herein, all rights, claims, and defenses of the Parties are preserved.

10. This Agreed Order and Stipulation may be signed in counterparts and signatures may be delivered by facsimile or email, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Party who executes this Agreed Order and Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

11. This Agreed Order and Stipulation constitutes the entire agreement between the Parties in respect of the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto.

12. The Parties acknowledge and agree that the Court shall retain jurisdiction with respect to the implementation, interpretation and enforcement of this Agreed Order and Stipulation, and all Parties submit to the jurisdiction of the Court for purposes thereof.

13. This Agreed Order and Stipulation shall be governed by and construed in accordance with the Bankruptcy Code and applicable federal law.

14. This Agreed Order and Stipulation is subject to approval by the Bankruptcy Court and shall not be effective until entry of an order approving it.

END OF ORDER

STIPULATED AND AGREED TO ON THIS 20th DAY OF MARCH 2026:

/s/ Eric C. Seitz

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Counsel to the Chapter 7 Trustee

Exhibit A

Vehicles

#	Year	Make	Model	Color	Vin
1	2021	Ford	Ecosport	White	MAJ3S2GE8MC411547
2	2021	Toyota	Corolla	Gray	5YFVPMAE3MP166365
3	2020	Chevrolet	Sonic	Silver	1G1JG6SB6L4123907
4	2023	Nissan	Altima	Silver	1N4BL4DV0PN337722
5	2018	Buick	Envision	Silver	LRBFX2SA8JD053884
6	2022	Toyota	Corolla	Silver	5YFEPMAE7NP317614
7	2021	GMC	Acadia	White	1GKKNKLA7MZ160229
8	2022	Chevrolet	Malibu	White	1G1ZD5ST7NF168389
9	2022	Nissan	Altima	Blue	1N4BL4DVXNN381997
10	2020	Kia	Sorento	Silver	5XYPG4A53LG619153
11	2022	Nissan	Altima	Blue	1N4BL4DV7NN304391
12	2022	Toyota	Camry	Black	4T1C11AK2NU694184
13	2021	Nissan	Maxima	Gray	1N4AA6CV6MC508379
14	2023	Kia	Forte	White	3KPF24AD5PE636332
15	2019	Dodge	Durango	Blue	1C4RDHAG5KC852819
16	2019	Ford	F-150	White	1FTEW1CP4KKD05043
17	2023	Kia	Forte	Orange	3KPF54AD3PE569172
18	2021	Nissan	Sentra	Black	3N1AB8CV6MY314089
19	2022	Nissan	Altima	Black	1N4BL4DV5NN387013
20	2022	Toyota	Corolla	Silver	5YFEPMAE4NP368326
21	2019	Kia	Sorento	White	5XYPGDA55KG586896
22	2020	Nissan	Armada	Black	JN8AY2ND3LX017413
23	2019	Hyundai	Tucson	Blue	KM8J3CA40KU015281

Exhibit B

Undisputed Vehicles

#	Year	Make	Model	Color	Vin
1	2021	Toyota	Corolla	Gray	5YFVPMAE3MP166365
2	2020	Chevrolet	Sonic	Silver	1G1JG6SB6L4123907
3	2023	Nissan	Altima	Silver	1N4BL4DV0PN337722
4	2018	Buick	Envision	Silver	LRBFX2SA8JD053884
5	2022	Toyota	Corolla	Silver	5YFEPMAE7NP317614
6	2021	GMC	Acadia	White	1GKKNKLA7MZ160229
7	2020	Kia	Sorento	Silver	5XYPG4A53LG619153
8	2022	Nissan	Altima	Blue	1N4BL4DV7NN304391
9	2022	Toyota	Camry	Black	4T1C11AK2NU694184
10	2021	Nissan	Maxima	Gray	1N4AA6CV6MC508379
11	2019	Dodge	Durango	Blue	1C4RDHAG5KC852819
12	2023	Kia	Forte	Orange	3KPF54AD3PE569172
13	2021	Nissan	Sentra	Black	3N1AB8CV6MY314089
14	2022	Nissan	Altima	Black	1N4BL4DV5NN387013
15	2022	Toyota	Corolla	Silver	5YFEPMAE4NP368326
16	2019	Kia	Sorento	White	5XYPGDA55KG586896
17	2020	Nissan	Armada	Black	JN8AY2ND3LX017413

Exhibit C

Disputed Vehicles

#	Year	Make	Model	Color	Vin
1	2021	Ford	Ecosport	White	MAJ3S2GE8MC411547
2	2022	Chevrolet	Malibu	White	1G1ZD5ST7NF168389
3	2022	Nissan	Altima	Blue	1N4BL4DVXNN381997
4	2023	Kia	Forte	White	3KPF24AD5PE636332
5	2019	Ford	F-150	White	1FTEW1CP4KKD05043
6	2019	Hyundai	Tucson	Blue	KM8J3CA40KU015281