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

In re: : Chapter 7
: :
TRICOLOR HOLDINGS, LLC, *et al.*,¹ : Case No. 25-33487-MVL
: :
Debtors. : (Jointly Administered)
: :

**MOTION OF JPMORGAN CHASE BANK, N.A. FOR ENTRY OF AN ORDER
AUTHORIZING EXAMINATION OF THE CHAPTER 7 TRUSTEE PURSUANT TO
RULE 2004 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

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, TAG Asset Funding, LLC, and Apoyo Financial, LLC.



NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT LOCATED IN THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, ROOM 1254, DALLAS, TEXAS 75242, BEFORE CLOSE OF BUSINESS ON APRIL 22, 2026, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

JPMorgan Chase Bank, N.A. (“**JPMorgan**”), through its undersigned counsel, files this motion (the “**Motion**”) pursuant to section 105 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2004-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “**Local Rules**”) for entry of an order authorizing JPMorgan to seek discovery from Anne Elizabeth Burns, solely in her capacity as the duly appointed chapter 7 bankruptcy trustee (the “**Trustee**”).

In support of this Motion, JPMorgan respectfully states as follows:

PRELIMINARY STATEMENT

1. JPMorgan seeks discovery of the Debtors’ financial records and other documents to determine the status of collateral that was pledged to JPMorgan and other lenders, and to evaluate claims JPMorgan has against the Debtors’ estate. The Trustee and her advisors are in possession of the Debtors’ files, and to date neither JPMorgan nor any other lender (to its knowledge) has obtained access to those files. Untangling potentially competing claims to collateral, determining what assets are property of the Debtors’ estate, and determining whether other claims can be brought requires access to that information. JPMorgan’s counsel asked the Trustee’s counsel to produce that information, and they responded that they will only do so if a

Rule 2004 motion is filed.² A claims bar date has been set for August 31, 2026 for claims relating to the sale proceeds from auctioned vehicles, adding urgency for the Trustee to start providing information to JPMorgan and other interested parties. JPMorgan now brings this Motion to obtain the documents and other information it needs and respectfully requests that the Court grant the Motion.

REQUESTED RELIEF

2. JPMorgan seeks entry of an order substantially in the form attached hereto as Exhibit A authorizing JPMorgan to seek document discovery from the Trustee on the topics set forth in Exhibit B (the “**Rule 2004 Requests**”). JPMorgan does not at this time seek the Trustee’s testimony, but reserves the right to subsequently make such a request.

JURISDICTION AND VENUE

3. The Court has jurisdiction to consider this motion pursuant to 28 U.S.C. § 1334. This is a “core” proceeding under 28 U.S.C. § 157(b), and venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal bases for the relief requested herein are section 105(a) of title 11 of the Bankruptcy Code, Rule 2004 of the Bankruptcy Rules, and Rules 2004-1, 9013-1, and 9014-1 of the Local Rules.

BACKGROUND

5. On September 10, 2025, the Debtors commenced these chapter 7 cases, and the Trustee was appointed to administer the Debtors’ estate.

² On March 18, 2026, Origin Bank filed its own Rule 2004 motion seeking certain of the Debtors’ files and stating that the Trustee has taken the same position that it will not produce documents unless a Rule 2004 motion is filed. ECF No. 949.

6. JPMorgan serves as the administrative agent under a Credit Agreement dated November 13, 2020 (the “**SPV 4 Credit Agreement**”). The SPV 4 Credit Agreement governs the SPV 4 Warehouse Facility—a financing credit facility through which SPV 4 LLC (“**SPV 4**”), a non-Debtor special purpose vehicle, borrowed funds to finance the purchase of certain auto loans from the Debtors. The parties to the SPV 4 Credit Agreement include SPV 4 as Borrower, JPMorgan as administrative agent and one of the warehouse financing lenders, and certain other warehouse financing lenders (such lenders, together with JPMorgan, the “**SPV 4 Secured Parties**”).

7. The SPV 4 Secured Parties have a perfected security interest and a first priority lien on the auto loans purchased by SPV 4, the underlying vehicles financed by those loans (the “**SPV 4 Vehicles**”), all related files, all payments from customers or on account of the SPV 4 Vehicles (including insurance proceeds), and the collection accounts in which those payments are deposited, among other assets.

8. On December 15, 2025, the Trustee filed the *Chapter 7 Trustee’s Amended Emergency Motion to (I) Sell Estate Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Establish Sale Procedures, and (III) Grant Related Relief*, ECF No. 537 (the “**Sale Procedures Motion**”). The Sale Procedures Motion outlined a procedure for sale of the vehicles in the Debtors’ possession, and set forth deadlines for parties to assert interests in the Sale Proceeds. The Court granted the Sale Procedures Motion on December 30, 2025, ECF No. 593 (the “**Sale Procedures Order**”). *See* Sale Procedures Order at 5. Under the Sale Procedures Order, the bar date for any party to assert “any purported ownership interest or security interests in and liens upon the ‘Net Sale Proceeds’” is August 31, 2026. *Id.* To be prepared to file a claim by the bar date, JPMorgan’s advisors need to analyze the Debtors’ financial information and

records. The Sale Procedures Order contemplates the need for such information and includes a requirement that the Trustee and her advisors “promptly” provide information requested by certain parties, including JPMorgan. *Id.*

9. The Debtors’ financial records and other documents such as contemporaneous emails created by its employees are also essential to the broader task of analyzing and evaluating the competing claims of various stakeholders in these bankruptcy proceedings to other assets, including vehicle loans to customers and related loan proceeds that are currently being paid into escrowed accounts. Untangling those competing claims includes determining whether specific loans are assets of the Debtors’ estate or are instead assets of non-Debtor entities such as SPV 4. Lenders like JPMorgan need access to that information to do their own work so that competing claimants can potentially resolve such claims consensually where possible or at least be on an equal information footing to the extent such claims remain disputed. Lack of access to the Debtors’ financial information and other records will greatly hinder that process.

10. JPMorgan understands from its communications with the Trustee’s counsel that the Trustee and her advisors are in possession of the Debtors’ financial information and records. JPMorgan does not currently have access to that information and understands that other lenders are in the same boat. Over the last several months, JPMorgan has repeatedly asked the Trustee’s counsel and financial advisors for documents and data necessary for JPMorgan to conduct its own analysis. Specifically, in November 2025, JPMorgan served draft Rule 2004 requests on the Trustee, substantively similar to the requests outlined in Exhibit B. Shortly thereafter, JPMorgan’s counsel and the Trustee’s counsel met to discuss the requests, and the Trustee’s counsel indicated that it was in possession of the Debtors’ files and would consider JPMorgan’s requests. JPMorgan’s counsel then had informal discussions with the Trustee’s counsel about providing

certain of the Debtors' financial documents, yet nothing was produced. In January 2026, JPMorgan's financial advisors requested certain categories of information directly from the Debtors' financial advisors. The Debtors' financial advisors did not produce any documents, first indicating they were not in a position to produce any materials and later indicating that they needed certain approvals before making any information available. On January 27, 2026, the Trustee's counsel informed JPMorgan that the Debtors' financial advisors would not produce any information absent the filing of a Rule 2004 motion. JPMorgan again attempted to reach an agreement with the Trustee without Court intervention, and the parties had a further call to discuss JPMorgan's requests. On February 10, 2026 and again on February 24, 2026, the Trustee reiterated that it would not produce any information absent a Rule 2004 motion. The Trustee's counsel has stated that a motion is necessary for purposes of transparency to all interested parties. The Trustee has not articulated to JPMorgan any objection to providing the requested information, or any reason why transparency cannot be accomplished via the Trustee's voluntary production of documents and data to all interested stakeholders in these proceedings. Accordingly, this Motion follows.

BASIS FOR RELIEF

11. Rule 2004 allows any interested party to seek examination of the debtor. Fed. R. Bankr. P. 2004(a). The permissible scope of a Rule 2004 examination includes "the debtor's acts, conduct, or property," "the debtor's liabilities and financial condition," "any matter that may affect the administration of the debtor's estate," and "the debtor's right to a discharge." Fed. R. Bankr. P. 2004(b). Rule 2004 discovery is "unfettered," and permits "a broad investigation into the financial affairs of the debtor for the purpose of the discovery of assets of the estate and the exposure of fraudulent conduct." *In re Correra*, 589 B.R. 76, 108-09 (Bankr. N.D. Tex. 2018).

12. JPMorgan’s Rule 2004 Requests fall squarely within the bounds of Rule 2004. Each of the requests set forth in Exhibit B relate to the Debtors’ “financial affairs” and to potential “fraudulent conduct” and satisfy one or more of the permissible areas of inquiry under Rule 2004(b). *Id.* at 108.

13. Courts may authorize discovery pursuant to Rule 2004 upon a showing of good cause. *See In re McClain Feed Yard, Inc.*, 661 B.R. 136, 142 (Bankr. N.D. Tex. 2024). The burden is on the moving party to establish good cause, which generally exists where the examination is necessary to establish the movant’s claim or where denial would cause undue hardship or injustice. *Id.*

14. In assessing good cause, bankruptcy courts must balance the competing interests of the parties, weighing the relevance of and necessity of the information sought by examination. *In re Drexel Burnham Lambert Grp., Inc.*, 123 B.R. 702, 712 (Bankr. S.D.N.Y. 1991); *see also In re SunEdison, Inc.*, 562 B.R. 243, 250 (Bankr. S.D.N.Y. 2017) (“[Rule 2004’s] spirit of proportionality is consistent with the historic concerns regarding the burden on the producing party and is relevant to the determination of cause.”).

15. Here, good cause exists to grant the Motion and require that the Trustee produce documents responsive to JPMorgan’s Rule 2004 Requests.

16. The Trustee’s counsel has stated in pre-motion communications that they have extensive access to the Debtors’ files. Those files contain financial information JPMorgan’s financial advisors need to analyze whether certain collateral belongs to SPV 4, to the Debtors or to other interested parties, and documents necessary to assess claims JPMorgan has against the Debtors. Additionally, there are only a few months remaining for JPMorgan and other creditors to prepare their claims relating to the sale proceeds of auctioned vehicles. Without access to the

Debtors' files and the financial information contained therein, JPMorgan will not have the information it needs to conduct its own independent analysis and prepare its claim to sale proceeds. In producing the Debtors' files, the Trustee will not suffer any excessive or disproportionate burden, and doing so is necessary to ensure that JPMorgan can fully and fairly evaluate its claims against the Debtors and its collateral position vis-à-vis the Debtors' estate and other competing claimants.

17. Furthermore, the Trustee in her adversary proceeding against the Debtors' former executives, and the United States in its indictments of those same individuals, each allege extensive wrongdoing and misconduct perpetrated by the Debtors against JPMorgan and other lenders. *See* Complaint, *Burns v. Chu, et al.*, No. 25-ap-3126 (Bankr. N.D. Tex.), ECF No. 1; Sealed Redacted Indictment, *United States v. Chu, et al.*, No. 25-CR-579 (S.D.N.Y.), ECF No. 2; Sealed Information, *United States v. Kollar*, No. 25-CR-584 (S.D.N.Y.), ECF No. 1; Sealed Information, *United States v. Seibold*, No. 25-CR-585 (S.D.N.Y.), ECF No. 1. Gaining access to the Debtors' files is necessary for JPMorgan to assess whether and to what extent SPV 4's collateral has been affected by such alleged wrongdoing.

18. As noted above, JPMorgan sought the requested information from the Trustee on a voluntary basis and conferred with the Trustee, but the Trustee informed JPMorgan that it would be necessary to proceed through the Rule 2004 process for a formal examination before the Trustee would respond to JPMorgan's requests. In these circumstances—where the information is necessary to evaluate JPMorgan's rights and is currently uniquely accessible to the Trustee—good cause exists, and the requested document production should be ordered by the Court.

CONCLUSION

19. JPMorgan respectfully requests that this Court grant JPMorgan’s Motion, enter an order substantively in the form of the attached Exhibit A, and require the Trustee to provide the information requested in the Rule 2004 Requests, and grant such other and further relief as may be just and proper.

HUNTON ANDREWS KURTH LLP

Dated: April 1, 2026

By: /s/ Timothy A. (“Tad”) Davidson II

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CERTIFICATE OF SERVICE

I certify that on April 1, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

CERTIFICATE OF CONFERENCE

I hereby certify that JPMorgan's counsel conferred with the Trustee's counsel regarding the relief requested in this Motion. The Trustee's counsel requested that JPMorgan file this Motion. Accordingly, since JPMorgan and the Trustee's counsel could not reach an agreement on the relief requested herein without this Motion being filed, JPMorgan presents this Motion to the Court for determination.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

Exhibit A

Proposed Order

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

In re: : Chapter 7
: :
TRICOLOR HOLDINGS, LLC, *et al.*,¹ : Case No. 25-33487-MVL
: :
Debtors. : (Jointly Administered)
:

**ORDER GRANTING MOTION OF JPMORGAN CHASE BANK, N.A.
FOR ENTRY OF AN ORDER AUTHORIZING EXAMINATION OF
THE CHAPTER 7 TRUSTEE PURSUANT TO RULE 2004 OF THE
FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Upon the consideration of the *Motion of JPMorgan Chase Bank, N.A. for Entry of an Order Authorizing Examination of the Chapter 7 Trustee Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure* (the “**Motion**”), it is hereby ORDERED that:

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, TAG Asset Funding, LLC, and Apoyo Financial, LLC.

1. The Motion is GRANTED as set forth herein.
2. The Trustee is directed to produce documents, communications, and other materials responsive to the Requests for Production attached as Exhibit B to the Motion no later than fourteen (14) days after service.
3. This Order is without prejudice to JPMorgan Chase Bank, N.A.'s right to seek further discovery, including oral examination of the Trustee.
4. The Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

End of Order

HUNTON ANDREWS KURTH LLP

By: /s/ Timothy A. ("Tad") Davidson II

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Exhibit B

Requests for Production

HUNTON ANDREWS KURTH LLP

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

In re: : Chapter 7
: :
TRICOLOR HOLDINGS, LLC, *et al.*,¹ : Case No. 25-33487-MVL
: :
Debtors. : (Jointly Administered)
: :

**JPMORGAN CHASE BANK N.A.’S RULE 2004 REQUESTS FOR PRODUCTION OF
DOCUMENTS TO THE CHAPTER 7 TRUSTEE**

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, TAG Asset Funding, LLC, and Apoyo Financial, LLC.

Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, JPMorgan Chase Bank, N.A. (“**JPMorgan**”), through its undersigned counsel, hereby serves the following requests for production of documents (the “**Requests**”) to Anne Elizabeth Burns, the trustee appointed to oversee the liquidation of the above-captioned Debtors (the “**Trustee**”). The Trustee is to produce all documents and communications responsive to these Requests to JPMorgan in accordance with the Definitions and Instructions below.

DEFINITIONS

1. “**Tricolor**” or “**Debtors**” means 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, TAG Asset Funding, LLC, Apoyo Financial, LLC, and any direct or indirect predecessors or successors in interest, parents, subsidiaries or affiliates of any of them, and any and all officers, directors, employees, representatives, agents, advisors, attorneys, and all other Persons and entities acting or purporting to act on behalf of any of the foregoing.

2. “**Chapter 7 Cases**” means the above-captioned jointly administered chapter 7 cases of the Debtors, pending in the United States Bankruptcy Court for the Northern District of Texas under the caption *Tricolor Holdings, LLC, et al.*, Case No. 25-33487-MVL.

3. “**And**” and “**or**” shall each be individually interpreted in every instance as meaning “and/or” and shall not be interpreted disjunctively to exclude any information otherwise within the scope of any specification.

4. “**Any**” means “**all**” and vice versa.

5. “**Collateral**” refers to the collateral described in Section 3.01 of the SPV 4 Credit Agreement (as defined below).

6. “**Communication(s)**” means any transmission of information in the form of facts, ideas, inquiries, photographs, drawings, or otherwise, and shall include, without limitation, any oral, written, or electronic transmission of information, including but not limited to correspondence, facsimile transmissions, electronic mail, all attachments and enclosures thereto, recordings in any medium of oral Communications, telephone logs, message logs, and notes and memoranda concerning written or oral Communications, and any translations thereof. All written Communications shall include, without limitation, electronic, printed, typed, handwritten or other readable Documents, correspondence, memos, reports, diaries, logbooks, minutes, notes, studies, forecasts, emails, text messages, and instant messages.

7. “**Concerning**” means in any way relating to, referring to, reflecting, recording, memorializing, showing, mentioning, supporting, regarding, describing, evidencing, or constituting, either directly or indirectly.

8. “**Document(s)**” is synonymous in meaning and equal in scope to the usage of the term under the Federal Rules of Civil Procedure and includes, but is not limited to, any written or graphic matter of any kind or character however produced or reproduced; any electronically or magnetically recorded matter of any kind or character, however produced or reproduced; and any

other matter constituting the recording of data or information upon any tangible thing by any means, as well as any tangible thing on which information is recorded in writing, sound, electronic or magnetic impulse, or in any other manner, including but not limited to paper, cards, tapes, film, electronic facsimile, computer storage devices, video discs, or any other media. For the purpose of this definition, “matter” shall include, but shall not be limited to bank account statements, letters of credit, loan documentation, account assignments, deposit account control agreements, paper, cards, tapes, film, electronic facsimile, electronic mail in any form, electronic notes, spreadsheets, computer storage devices, video discs, memoranda, notes, minutes, records, photographs, correspondence, telegrams, diaries, bookkeeping entries, financial statements, tax returns, checks, check stubs, reports, studies, charts, graphs, statements, notebooks, handwritten notes, applications, agreements, contracts, letters of intent, books, pamphlets, periodicals, appointment calendars, records and recordings of oral conversations, and work papers, and shall also include, but shall not be limited to, originals plus all copies which are different in any way from the original whether by handwritten notes, interlineations, receipt stamp notation, indication of copies sent or received, or otherwise, as well as all preliminary versions, drafts or revisions of any of the foregoing and any supporting, underlying or preparatory material.

9. “**Floor Plan Lender**” means any lender that provided financing to any Debtor prior to the Petition Date (as defined below) for the acquisition of vehicle inventory, including ACV Capital LLC and TBK Bank, SSB.

10. “**Including**” means “including but not limited to,” and is not restrictive or limiting.

11. “**Noteholders**” refers to all holders of notes issued pursuant to the Securitizations (as defined below).

12. “**Person**” or “**Persons**” means any individual, natural person or business, legal, or governmental entity or association.

13. “**Petition Date**” means September 10, 2025.

14. “**Securitized**” refers to the issuance of notes by Tricolor Auto Securitization Trust 2018-2, Tricolor Auto Securitization Trust 2021-1, Tricolor Auto Securitization Trust 2022-1, Tricolor Auto Securitization Trust 2023-1, Tricolor Auto Securitization Trust 2024-1, Tricolor Auto Securitization Trust 2024-2, Tricolor Auto Securitization Trust 2024-3, Tricolor Auto Securitization Trust 2024-4, Tricolor Auto Securitization Trust 2025-1, Tricolor Auto Securitization Trust 2025-2, Tricolor Auto Securitization Trust 2025-3, and Tricolor Auto Securitization Trust 2025-4.

15. “**SPV 4**” refers to Tricolor Funding SPV 4 LLC, a non-Debtor special purpose vehicle.

16. “**SPV 6**” refers to Tricolor Funding SPV 6 LLC, a non-Debtor special purpose vehicle.

17. “**SPV 4 Credit Agreement**” means the agreement dated November 13, 2020, which includes SPV 4 as the borrower, JPMorgan as the administrative agent, and certain lenders from time to time.

18. “**TAA**” refers to the Debtor entity Tricolor Auto Acceptance, LLC.

19. “**Trustee**” or “**You**” or “**Your**” means Anne Elizabeth Burns in her capacity as Trustee of the Debtors’ estates in these Chapter 7 Cases, and any agent, attorney, consultant, or representative of the Trustee, including any third party purporting to act on behalf of the Trustee.

INSTRUCTIONS

1. These Requests are directed to You, and in responding to these Requests, You shall produce all responsive Documents and Communications within Your possession, custody or control. A Document shall be deemed to be within Your control if You can obtain the Document or Communication or a copy of the Document or Communication from another Person having possession or custody of the Document or Communication.

2. Unless otherwise indicated, the Requests seek information created during, or pertaining to, the period from January 1, 2020, through the present, including any Document or Communication having an earlier origin, if in use during such period.

3. Whenever these Requests use any word in the plural, You shall understand the word to include the singular as necessary to make the Request inclusive rather than exclusive. Further, whenever these Requests use any word in the singular, You shall understand the word to include the plural as necessary to make the Request inclusive rather than exclusive.

4. Whenever these Requests use the word “and” or the word “or,” You shall understand the word conjunctively or disjunctively as necessary to make the Request inclusive rather than exclusive.

5. You should respond to each Request separately, completely, and fully. You should produce any responsive Documents or Communications as they are kept in the ordinary course of business or organize and label them to correspond with the categories to which they relate.

6. With respect to Electronically Stored Information (“ESI”), corresponding metadata shall be produced to the extent that the requested metadata exists and can be extracted using standard processing tools.

7. With respect to ESI, You shall confer with JPMorgan to develop parameters, including custodians and search terms, to identify responsive Documents or Communications.

8. Documents or Communications shall be produced in their entirety, without abbreviation or expurgation, including all attachments, or other matters affixed thereto.

9. Any Documents or Communications not otherwise responsive to these Requests shall be produced if such Documents or Communications refer to, relate to, or explain the Documents or Communications called for by these Requests or if such Documents or Communications are attached to Documents or Communications called for by these Requests and constitute transmittal memoranda or letters, comments, evaluations, or similar Documents or Communications.

10. If any responsive Document or Communication was but is no longer in Your possession or subject to Your control, state whether it is (a) missing or lost, (b) destroyed, (c) transferred voluntarily or involuntarily to others, or (d) otherwise disposed of, and in each instance identify the name and address of its current or last known custodian and the circumstances surrounding such disposition.

11. If any Document or Communication responsive to these Requests is withheld under a claim of privilege or upon any other ground, please provide in writing: (i) the date the Document or Communication was created, last modified, and/or viewed by You; (ii) the name, position, and address of its author; (iii) the name, position, and address of each Person who received the Document or Communication or copies thereof; (iv) the subject matter and type of Document or Communication; (v) the title of the Document or Communication; and (vi) the nature of the privilege claimed and the grounds therefore. If any portion of any Document or Communication responsive to these Requests is withheld under a claim of privilege pursuant to this Instruction,

any non-privileged portion of such Document or Communication must be produced with the portion claimed to be privileged redacted.

12. If any responsive Document or Communication has been modified or altered in any way, in whole or in part, please identify each such Document or Communication and state how the Document or Communication was modified or altered, the Person who modified or altered it, and why the Document or Communication was modified or altered.

13. If, in responding to these Requests, You claim any ambiguity in interpreting either the Requests or a Definition or Instruction applicable thereto, such claim shall not be utilized by You as a basis for refusing to respond; instead, You must include, as part of Your response, the language You deem to be ambiguous, and the interpretation You chose or used in responding to these Requests.

14. If Your response to a particular demand is an objection, You must set forth in Your response the extent of, and the specific ground for, the objection. Any Request to which an objection is made should be responded to insofar as it is not deemed objectionable.

15. If it is otherwise not possible to produce any Document or Communication called for by these Requests, or if any part of these Requests is objected to, the reasons for the objection or non-production should be stated with specificity as to all grounds.

16. You shall produce all responsive Documents and Communications available at the time of production. These Requests are continuing in nature. If, after producing any Documents or Communications in response to these Requests, You obtain or become aware of additional responsive information, You are required to provide such Documents or Communications by way of a supplemental production.

17. JPMorgan reserves the right to serve supplemental Requests.

REQUESTS

1. All Documents, including Communications, concerning the origination and servicing of any auto loan, consumer installment contract or other asset that was transferred or purportedly transferred to SPV 4 or that otherwise served as Collateral or constituted part of the borrowing base under the SPV 4 Credit Agreement at any time.

2. All Documents, including Communications, reflecting the chain of ownership of each auto loan, consumer installment contract or other asset that was transferred or purportedly transferred to SPV 4, from its origination through any actual or purported transfer to SPV 4, and any subsequent transfer or purported transfer to a Securitization, and any information reflecting the chain of ownership of each vehicle secured by each auto loan or consumer installment contract, including without limitation all information stored in SecureClose, DealerTrack and any other electronic database.

3. All Documents, including Communications, reflecting any intercompany transfer, debt, or receivable among the Debtors and among the Debtors and non-Debtor affiliates related to the Collateral, including any Documents or Communications relating to any double-pledging of Collateral.

4. All Documents, including Communications, concerning any deficiencies, irregularities, duplication, misreporting, fraud, manipulation, misstatements, or errors in recording, tracking, or reporting of any Collateral or in any borrowing base calculations under the SPV 4 Credit Agreement.

5. All Documents, including Communications, concerning any deficiencies, irregularities, duplication, misreporting, fraud, manipulation, misstatements, or errors in recording, tracking, or reporting in connection with any of the Securitizations.

6. All Contract Files, as defined in the SPV 4 Credit Agreement, and related Documents, including Communications.

7. All Receivables Files, as defined in the SPV 4 Credit Agreement, and related Documents, including Communications.

8. All Documents, including Communications, concerning the SPV 4 Credit Agreement, including the negotiation, drafting, execution, and any amendments to the SPV 4 Credit Agreement.

9. All Documents, including Communications, concerning the lending facility contemplated by the SPV 4 Credit Agreement, including any reports, data tapes, borrowing base calculations, funding requests, schedules, certificates, summaries, receivable receipts, or exception reports or related documents submitted by or on behalf of the Debtors in connection with SPV 4.

10. All Documents, including Communications, concerning the formation and structure of the Securitizations, including the negotiation, drafting, execution, and any amendments to the agreements and written materials concerning the Securitizations, including the Indenture, Sale and Servicing Agreement, Receivables Purchase Agreement, Trust Agreement, offering memoranda, term sheets, investor presentations, and marketing materials.

11. All Documents, including Communications, concerning the administration, operation, and servicing of the Securitizations and any and all documentation, reporting, data, or other information created or maintained in connection with the Securitizations.

12. All Documents, including Communications, concerning transfers of Collateral or assets between SPV 4 and the Debtors.

13. All Documents, including Communications, concerning the actual or purported collateral of the Floor Plan Lenders and the Securitizations, including any loan agreements, security agreements, and related agreements.

14. Documents sufficient to identify all Persons holding or purporting to hold a lien or other security interest in any vehicle sold by a Debtor or auto loan originated by a Debtor.

15. All Documents, including Communications, concerning the Debtors' payments to Floor Plan Lenders and to the Securitizations.

16. All Documents, including Communications, concerning the structure and operation of the Debtors' cash management system as it relates to the Collateral, including the flow of cash proceeds of the Collateral to and from the Debtors' bank accounts.

17. All Documents and information relating to or constituting the Debtors' accounting systems and financial statements, including any general ledger, work papers and other accounting records of the Debtor.

18. All Documents constituting or concerning Communications with any rating agency in connection with the Securitizations, including any information concerning the collateral or any collateral performance, data quality, securitization eligibility, collateral composition or related information.

19. Documents sufficient to identify all payments by the Debtors to senior management employees.

20. The Debtors' insurance policies and Communications between the Debtors and their insurers or agents concerning claims and coverage.

21. All Documents, including Communications, concerning any actual or purported collateral of any lenders pursuant to the warehouse financing facility in which SPV 6 is the borrower, including any Documents and Communications related to Fifth Third Bank, National Association's actual or purported collateral.

22. All Documents, including Communications, concerning any due diligence or analysis performed or obtained by the Debtors in connection with the Securitizations, including any internal memoranda produced and exchanged between the Debtors or shared with third parties.

23. All Documents, including Communications, concerning any audits, agreed-upon procedures, reviews, or exams of the Debtors—whether performed by the Debtors or by third parties—that relate in any way to the Collateral, SPV 4, the Securitizations, or to the Debtors' internal controls.

24. All Documents, including Communications, concerning TAA's role as servicer under the SPV 4 Credit Agreement, including any analysis or diligence performed by TAA or third parties and any information received by TAA in its capacity as servicer.

25. All Documents, including Communications, concerning TAA's role as servicer, sponsor, and/or administrator for the Securitizations, including any analysis or diligence performed by TAA or third parties and any information received by TAA in its capacity as servicer.

26. All Documents constituting or concerning Communications with Wilmington Trust, National Association concerning its role as collateral custodian under the SPV 4 Credit Agreement.

27. All Documents constituting or concerning Communications with Wilmington Trust, National Association concerning its role as indenture trustee under the Securitizations.

28. All Securitization Date Certificates, as defined in the SPV 4 Credit Agreement, and related Documents and Communications.

29. All Securitization Releases, as defined in the SPV 4 Credit Agreement, and related Documents and Communications.

30. All Documents concerning the Debtors' internal policies and procedures concerning internal controls, data integrity, warehouse lending facilities, Securitizations, and collateral analysis and reporting.

31. All Documents and Communications concerning the duties, responsibilities, performance, and conduct of Daniel Chu (Chief Executive Officer) or Jerry Kollar (Chief Financial Officer).

32. All Documents and Communications concerning any internal or external investigation involving Daniel Chu (Chief Executive Officer) or Jerry Kollar (Chief Financial Officer).

33. All Documents, including Communications, concerning any actual or alleged misconduct by any employees of the Debtors, including Documents reflecting any audits or investigations of such matters.

34. All Documents, including Communications, concerning the content of any offering memoranda, marketing materials, and investor presentations utilized in connection with the Securitizations.

35. All Communications with Noteholders prior to the Petition Date relating to the Securitizations.

36. All Documents, including Communications, concerning the Debtors' decision to seek bankruptcy protection.

37. All Documents, including Communications, produced by the Trustee to the United States Department of Justice relating to the Debtors.