



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

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

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

Signed April 6, 2026

**United States Bankruptcy Judge**

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

<b>In re</b>	§	<b>Chapter 7</b>
<b>TRICOLOR HOLDINGS, LLC, et al.,<sup>1</sup></b>	§	<b>Case No. 25-33487 (MVL)</b>
<b>Debtors.</b>	§	<b>(Jointly Administered)</b>
	§	
	§	
	§	

**ORDER PERMITTING CHAPTER 7 TRUSTEE TO SELL CERTAIN ASSETS  
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS**

Upon the motion (the “**Motion**”)<sup>2</sup> of Anne Elizabeth Burns, in her capacity as the chapter 7 trustee (the “**Trustee**”) appointed over each of the estates of the above-captioned debtors (collectively, the “**Debtors**”), for entry of an order (this “**Order**”) approving the Trustee’s sale(s)

<sup>1</sup> 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).

<sup>2</sup> Capitalized terms used but not otherwise defined in this Order shall have the respective meanings provided for such terms in the Motion.



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of (a) the equipment identified in the schedules attached hereto as Exhibits A and C (collectively, the “**Equipment**”) and (b) the various gift cards found at the Debtors’ retail locations identified in the schedule attached hereto as Exhibit B (the “**Gift Cards**”) and together with the Equipment, the “**Subject Assets**”), free and clear of any liens, claims, interests, and encumbrances pursuant to section 363 of the Bankruptcy Code, all as more fully described in the Motion; and upon the Court’s consideration of the Motion, all evidence presented, and any objections and pleadings filed with respect to the Motion; the Court hereby finds and determines that: (a) the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; (b) consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (d) due and proper notice of the Motion has been provided under the particular circumstances and no other or further notice need be provided; and (e) the relief requested in the Motion is in the best interests of the Debtors’ estates and creditors; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED** that:

1. The Motion is GRANTED as set forth herein.
2. The following terms of the sale of the TBK Subject Assets (as defined below) are

approved:

- a. The Trustee shall sell, and TBK Bank shall purchase, the Equipment identified in the schedule attached hereto as Exhibit A and the Gift Cards identified in the schedule attached hereto as Exhibit B (collectively, the “**TBK Subject Assets**”) for an aggregate purchase price of \$28,840.00, which shall consist of (i) \$20,000.00 in cash (the “**TBK Cash Payment**”) and (ii) \$8,840.00 as a credit on account of removal and storage costs incurred by TBK Bank with respect to the Equipment (collectively, the “**Revised TBK Bid**”).
- b. TBK Bank shall indemnify the Trustee for any claims asserted by the Wilmer Landlord for damage, if any, to the real property and improvements thereon caused by TBK Bank’s removal of the Equipment.

- c. The Trustee shall deliver the Gift Cards to TBK Bank and TBK Bank shall deliver to the Trustee the TBK Cash Payment promptly and in no event later than four (4) calendar days following entry of this Order.

3. The following terms of the sale of the Avtech Subject Assets (as defined below) are approved:

- a. The Trustee shall sell, and Avtech Capital, LLC (“**Avtech**”) shall purchase, the Equipment identified in the schedule attached hereto as Exhibit C (the “**Avtech Subject Assets**”) for an aggregate credit bid of \$60,000.00 (the “**Avtech Credit Bid**”).
- b. Proof of Claim #192 asserted by Avtech (filed against Tricolor Auto Group, LLC on November 17, 2025) and Proof of Claim #193 asserted by Avtech (filed against Tricolor Holdings LLC on November 17, 2025) are each hereby reduced by the amount of the Avtech Credit Bid.

4. The Trustee, TBK Bank, and Avtech are authorized to take all actions necessary to implement the relief granted herein.

5. The Trustee, TBK Bank, and Avtech are authorized, but not directed, to execute and deliver all instruments and documents (including any purchase instruments) and take other such actions as may be necessary or appropriate to implement and effectuate the transactions contemplated herein.

6. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the sales authorized pursuant to this Order.

7. The Trustee’s sales of the Subject Assets pursuant to this Order shall be final, and shall be on an “AS-IS and WHERE-IS” basis, without any express or implied warranties, covenants, guarantees, or representations of any kind, including title, if applicable, by the Trustee. Without limiting the generality of the foregoing, neither the Trustee nor any other person or entity shall be deemed to have made any representation regarding any assets, and TBK Bank or Avtech shall have no recourse against, and may not assert any claim against, the Trustee or the Debtors’ estates based on any such alleged representation.

8. The Trustee is authorized to transfer (a) to TBK Bank all of the Debtors' right, title, and interest in and to, and possession of, the TBK Subject Assets, which shall be immediately vested in TBK Bank, and (b) to Avtech all of the Debtors' right, title, and interest in and to, and possession of, the Avtech Subject Assets, which shall be immediately vested in Avtech, in each case pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, free and clear of all claims, liabilities, interests, and encumbrances of whatever kind or nature, in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the consummation of the sales of the applicable Subject Assets, to the maximum extent permitted to be extinguished by applicable law. The claims, liabilities, interests, and encumbrances, if any, shall attach to the proceeds of the sales in such order and priority as they existed immediately prior to the actual consummation of the sales of the applicable Subject Assets. All persons with claims, liabilities, interests, and encumbrances of any kind or nature whatsoever against or in any of the Subject Assets shall be forever barred and estopped from pursuing or asserting such claims, liabilities, interests, and encumbrances against TBK Bank and Avtech (as applicable) or the Subject Assets. Neither TBK Bank nor Avtech shall have obligations with respect to any claims, liabilities, interests, and encumbrances in or against the Debtors or their estates.

9. The sales of the Subject Assets are undertaken by TBK Bank and Avtech (as applicable) without collusion and in good faith, as that term is used in Bankruptcy Code section 363(m), and accordingly, the reversal or modification on appeal of this Order approving the authorization provided herein to consummate the transfers of the Subject Assets under Bankruptcy Code section 363(b) shall not affect the validity of such transfers to TBK Bank or Avtech (as applicable) under this Order, unless this Order is stayed pending such appeal. Each of TBK Bank and Avtech is a good faith purchaser of the applicable Subject Assets and is entitled to all the benefits and protections afforded by Bankruptcy Code section 363(m).

10. Neither the Trustee, TBK Bank, nor Avtech have engaged in any conduct that would cause or permit the sales of the applicable Subject Assets to be avoided or costs or damages to be imposed under Bankruptcy Code section 363(n). Neither the Trustee, TBK Bank, nor Avtech are consummating the sales of the applicable Subject Assets with any fraudulent or otherwise improper purpose.

11. The Avtech Credit Bid and the Revised TBK Bid constituting the aggregate purchase price of \$88,840 shall be deemed the disbursement of money or turnover of money by or on behalf of the Trustee to parties in interest for the purpose of 11 U.S.C. § 326(a).

12. Nothing contained in this Order shall be construed to affect the disposition of any personal property other than the Equipment specifically identified on the schedules attached hereto as Exhibits A and C and the Gift Cards specifically identified on the schedule attached hereto as Exhibit B.

13. To the extent applicable, the requirements of Bankruptcy Rule 6004(a) are waived.

14. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

15. This Order shall be binding upon the Trustee, TBK Bank, Avtech, each of their respective successors, agents, assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity, and other parties in interest.

16. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, all purchase instruments and any other agreements executed in connection with any sales, and to adjudicate, if necessary, any and all disputes concerning or relating in any sales authorized by this Order.

**IT IS SO ORDERED.**

**### End of Order ###**

Submitted By:

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**Exhibit A**

**Schedule of Equipment Sold to TBK Bank**

<b>Description</b>	<b>Year, Make, Model</b>	<b>VIN (if available)</b>
Trailer - Fuel	2025 Arion Fuel Trailer	4A9BT1324SA283019
Trailer	2023 Texas Pride 3 Car Wedge	7HCGC5031NB030617
Trailer	2022 Texas Pride 3 Car Wedge	7HCGC503XNB030616
Trailer	2019 Texas Pride Max 6	7HCKC452XKB011712
Truck	2017 Ram Pickup 3500	3C63RRGL5HG650920
Truck	2011 International TranStar 8600	1HSHWSJN5BJ395045
Truck	2014 Peterbilt 388	1NPWL49X7ED234136
Trailer	2014 Cottrell CX-11	5E0AJ1445EG546201
Truck	2014 Peterbilt 388	1NPWL49X4ED211199
Trailer	2014 Cottrell CX-11	5E0AJ1441EG458701
Other - Golf Cart	Golf Cart	3537546
Other - Golf Cart	Golf Cart	3515574
Other - Golf Cart	Golf Cart	3515575
Other - Golf Cart	Golf Cart	3542747
Calibration Equipment	Texa RCCS System	-
Autel	Diagnostic Tool & Accessories	-
Autel	Diagnostic Tool & Accessories	-
Autel	Diagnostic Tool & Accessories	-
Samsung	Diagnostic Tool & Accessories	-
Samsung	Diagnostic Tool & Accessories	-

**Exhibit B**

**Schedule of Gift Cards Sold to TBK Bank**

<b>Item Description</b>	<b>Count</b>	<b>Extrapolated Value</b>
\$50 Apple Gift Cards	8	\$ 400.00
\$50 Prepaid Visa Credit Cards	1	\$ 50.00
\$75 Prepaid Visa Credit Cards	9	\$ 675.00
\$125 Prepaid Visa Credit Cards	9	\$ 1,125.00
\$175 Prepaid Visa Credit Cards	1	\$ 175.00
\$200 Prepaid Visa Credit Cards	5	\$ 1,000.00
\$225 Prepaid Visa Credit Cards	6	\$ 1,350.00
\$300 Prepaid Visa Credit Cards	2	\$ 600.00
\$325 Prepaid Visa Credit Cards	6	\$ 1,950.00
\$15 Starbucks Gift Cards	43	\$ 645.00
\$5 Starbucks Gift Cards	70	\$ 350.00
\$25 Starbucks Gift Cards	21	\$ 525.00
\$10 Starbucks Gift Cards	130	\$ 1,300.00
<b>TOTAL:</b>		<b>\$ 10,145.00</b>

**Exhibit C**

**Schedule of Equipment Sold to Avtech**

<b>Description</b>	<b>Year, Make, Model</b>	<b>VIN (if available)</b>
Trailer	2023 Texas Pride Mini 5	7HCGC4531PB040358
Trailer	2023 Texas Pride Mini 5	7HCGC4533PB040359
Trailer	2023 Texas Pride Mini 5	7HCGC4538PB040356
Trailer	2023 Texas Pride Mini 5	7HCGC453XPB040357
Truck	2022 RAM 5500	3C7WRNFL1NG335997
Truck	2022 RAM 5500	3C7WRNFL1NG402579
Truck	2022 RAM 5500	3C7WRNBL7NG335041