Docket #1429 Date Filed: 09/02/2026

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Counsel to the Chapter 7 Trustee

IN THE 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.	)	

CERTIFICATE OF NO OBJECTION REGARDING ORDER GRANTING TRUSTEE'S MOTION FOR AUTHORIZATION TO ENTER INTO SERVICING AGREEMENT WITH VERVENT INC.

On August 5, 2026, Anne Elizabeth Burns, the Chapter 7 trustee (the "Trustee") of the estates of the above-captioned debtors (the "Debtors"), filed the *Trustee's Motion for Authorization to Enter into Servicing Agreement with Vervent Inc.* [Docket No. 1362] (the "Motion"), to which a proposed form of order (the "Proposed Order") was attached as Exhibit A [Docket No. 1362-1]. The Trustee hereby certifies that the following are true and correct to the best of her knowledge:

[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.

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1. Service of the Motion was timely made on August 5, 2026, on all parties entitled to service by ECF in this case.

2. Objections were due to be filed with the Court no later than August 26, 2026 (the "Objection Deadline").

3. On August 25, 2026, TBK Bank, SSB ("TBK Bank") timely filed its *TBK Bank, SSB's Limited Objection to Trustee's Motion for Authorization to Enter into Servicing Agreement with Vervent Inc.* [Docket No. 1409].

4. The TBK Bank objection has been resolved as reflected in the revised form of order attached hereto as **Exhibit A** (the "Revised Proposed Order"). The Revised Proposed Order also incorporates certain informal comments received by the Trustee from Wilmington Trust, National Association. The Trustee is not aware of any other objections to or requests for hearing pending with respect to the Motion.

5. Attached hereto as **Exhibit B** is a redline comparison of the Proposed Order and the Revised Proposed Order.

6. The Trustee respectfully requests that the Court enter the proposed order attached hereto as **Exhibit A** at its earliest convenience.

[Remainder of Page Left Intentionally Blank]

Dated: Dallas, Texas
September 2, 2026

MCDERMOTT WILL & SCHULTE LLP

/s/ Charles R. Gibbs

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Counsel to the Chapter 7 Trustee

CERTIFICATE OF SERVICE

I do hereby certify that on September 2, 2026, a true and correct copy of the foregoing document was served on all parties authorized to receive electronic notice in this case via the CM/ECF system for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Charles R. Gibbs
Charles R. Gibbs

EXHIBIT A

Revised Proposed Order

IN THE 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.	)	

ORDER GRANTING TRUSTEE'S MOTION FOR AUTHORIZATION TO ENTER INTO SERVICING AGREEMENT WITH VERVENT INC.

Upon the motion (the "Motion")[2] of the Trustee for entry of an order (this "Order"), authorizing the Trustee and Vervent Inc. to enter into that certain Successor Servicing Agreement (the "Agreement"), all as more fully set forth in the Motion; and any objections to the Motion

[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.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

having been overruled; and after due deliberation thereon and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Trustee and Vervent are authorized to enter into the Agreement on the terms set forth therein and to perform their respective rights, duties, and obligations thereunder, including, without limitation, payment of all fees and other expenses as set forth in the Agreement.

3. The Trustee shall utilize Vervent as servicer to manage, collect and administer the Receivables, and to enforce its respective rights and interests (for and on behalf of the Debtors' bankruptcy estates) in and under the Receivables.

4. Nothing in this Order constitutes (i) a waiver of the Trustee or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (ii) a promise or requirement to pay any claim; (iii) a waiver of the Trustee's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (iv) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

6. Notwithstanding anything to the contrary contained in this Order or the Agreement, nothing in this Order shall constitute, or be deemed or construed as, a finding, declaration, or determination that the assets serviced in accordance with this Order and the Agreement are, or are

not, property of the Debtors or their bankruptcy estates within the meaning of section 541 of the Bankruptcy Code, nor shall this Order be offered or used as evidence in connection with any assertion, claim, or defense regarding same. Nothing in this Order shall determine, affect, alter, or adjudicate the existence, validity, priority, extent, or enforceability of any lien, security interest, or other encumbrance that any party may assert in or against such assets. All rights, claims, and defenses of the Trustee (on behalf of the Debtors' bankruptcy estates) and all other parties in interest with respect to the ownership of such assets, and with respect to the priority and treatment of any lien, security interest, or encumbrance asserted therein, are expressly reserved and preserved.

7. The Trustee shall provide to Wilmington Trust, N.A. and Wilmington Trust Company (together, "Wilmington") (i) the written accounting of Interim Collections contemplated by Section 4.03(c)(iv) of the Agreement, promptly following the Trustee's receipt thereof from Vervent, and (ii) each monthly Servicer's Certificate contemplated by Section 4.06 of the Agreement, promptly following the Trustee's receipt thereof from Vervent; provided, however, that the foregoing shall be an obligation solely of the Trustee, and nothing in this paragraph shall impose any obligation on Vervent to deliver any accounting, report, or other materials to Wilmington or expand Vervent's obligations under the Agreement. The provision of any such materials to Wilmington shall not constitute, and shall not be deemed or construed as, an admission, finding, or determination regarding the existence, validity, priority, extent, or enforceability of any lien, security interest, or other encumbrance asserted by Wilmington or any other party in or against the Contracts, the Receivables, or any Collections thereon, and all rights of the Trustee and all parties in interest with respect thereto are expressly reserved.

8. Nothing in this Order modifies this Court's *Order Granting Chapter 7 Trustee's Motion for Entry of Order Approving Stipulation Between Trustee and Vervent Inc.* [Docket No. 79] except as provided in this Order and in the Agreement (including as may have been amended and/or extended from time to time by Court order).

9. The Trustee and Vervent are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

10. The Agreement may not be amended or modified except by further order of this Court.

11. This Court retains jurisdiction with respect to all maters arising from or related to the implementation, interpretation, and enforcement of this Order.

 # # # END OF ORDER # # #

Submitted by:
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Counsel to the Chapter 7 Trustee

EXHIBIT B

Redline

IN THE 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)
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the Motion having been overruled; and after due deliberation thereon and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Trustee and Vervent are authorized to enter into the Agreement on the terms set forth therein and to perform their respective rights, duties, and obligations thereunder, including, without limitation, payment of all fees and other expenses as set forth in the Agreement.

3. The Trustee shall utilize Vervent as servicer to manage, collect and administer the Receivables, and to enforce its respective rights and interests (for and on behalf of the Debtors' bankruptcy estates) in and under the Receivables.

4. Nothing in this Order constitutes (i) a waiver of the Trustee or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (ii) a promise or requirement to pay any claim; (iii) a waiver of the Trustee's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (iv) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

6. Notwithstanding anything to the contrary contained in this Order or the Agreement, nothing in this Order shall constitute, or be deemed or construed as, a finding,

declaration, or determination that the assets serviced in accordance with this Order and the Agreement are, or are not, property of the Debtors or their bankruptcy estates within the meaning of section 541 of the Bankruptcy Code, nor shall this Order be offered or used as evidence in connection with any assertion, claim, or defense regarding same. Nothing in this Order shall determine, affect, alter, or adjudicate the existence, validity, priority, extent, or enforceability of any lien, security interest, or other encumbrance that any party may assert in or against such assets. All rights, claims, and defenses of the Trustee (on behalf of the Debtors' bankruptcy estates) and all other parties in interest with respect to the ownership of such assets, and with respect to the priority and treatment of any lien, security interest, or encumbrance asserted therein, are expressly reserved and preserved.

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8. ~~6.~~ Nothing in this Order modifies this Court's *Order Granting Chapter 7 Trustee's Motion for Entry of Order Approving Stipulation Between Trustee and Vervent Inc.* [Docket No. 79] except as provided in this Order and in the Agreement (including as may have been amended and/or extended from time to time by Court order).

9. ~~7.~~ The Trustee and Vervent are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

10. The Agreement may not be amended or modified except by further order of this Court.

11. ~~8.~~ This Court retains jurisdiction with respect to all maters arising from or related to the implementation, interpretation, and enforcement of this Order.

 # # # END OF ORDER # # #

Submitted by:
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