Docket #1454 Date Filed: 10/2/2026

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FILED
OCT 02 2026
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

In re:
TRICOLOR HOLDINGS, LLC,
Debtor.

Bankruptcy Case No. **25-33487-mvl7**
Hon. Michelle V. Larson, United States Bankruptcy Judge

ALBERTO LOPEZ CALDERON,
Plaintiff,

v.

TRICOLOR HOLDINGS, LLC,
Defendant.

Adversary Proceeding No. [25.33487]

COVER LETTER AND STATEMENT OF CLAIM AND REQUESTED RELIEF

To the Honorable Michelle V. Larson, United States Bankruptcy Judge:

I, **[ALBERTO LOPEZ CALDERON]**, respectfully submit this Adversary Proceeding concerning a motor vehicle that I purchased and financed in connection with the Defendant, Tricolor Holdings, LLC, and concerning the vehicle's alleged defects, the handling of warranty and repair claims, and the resulting financial losses and continuing obligations.

I respectfully request that this letter be considered together with my attached Complaint, exhibits, repair records, communications, payment records, and other supporting documentation.

I. Background

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I purchased and financed a vehicle through the Defendant and subsequently discovered serious problems with the vehicle that substantially impaired its safety, reliability, use, and value.

Among the problems identified with the vehicle are:

1. **Possible altered or inaccurate mileage**, which raises questions concerning the vehicle's condition and the representations made at the time of sale.
2. **Chassis/body damage associated with salt deposits and corrosion**, consistent with the vehicle having previously been located in northern states where exposure to road salt may have occurred.
3. **Camshaft/mechanical problems** affecting the vehicle's operation.
4. **Transmission defects**, which ultimately contributed to the vehicle becoming inoperable.

After discovering these problems, I repeatedly presented the vehicle to the dealership for warranty-related repairs and revisions. On multiple occasions, the problems were minimized or otherwise not adequately resolved.

The dealership subsequently ceased operations and entered bankruptcy proceedings. I was thereafter required to deal with the successor/servicing representatives concerning the vehicle loan and warranty-related issues.

II. Instructions Concerning Independent Diagnosis and Repairs

After the dealership's bankruptcy, I was informed by representatives handling my account that I could take the vehicle to an independent repair facility, specifically a Ford repair facility, obtain a diagnostic evaluation and repair estimate, and submit those documents for review.

I followed those instructions in good faith.

The vehicle was taken to a repair facility, where diagnostic work was performed. I incurred expenses associated with the diagnosis and ultimately incurred additional expenses to have the vehicle removed from the repair facility when the promised warranty/repair process did not proceed.

I submitted the diagnostic information and repair estimate to **Vervent** as instructed.

Despite submitting the requested documentation, I received no meaningful response for an extended period.

When I contacted Vervent, I was repeatedly directed to other representatives or administrators. I was given telephone numbers and redirected between representatives without receiving a substantive determination concerning the repair claim.

III. Failure to Resolve the Repair/Warranty Issue

After months of attempting to obtain an answer, I was eventually informed that the repairs would not be covered or reimbursed.

This was particularly difficult because I had relied upon the prior instructions that the vehicle could be independently diagnosed and that the resulting documentation would be reviewed for potential coverage.

I was also informed during this period that a repair facility associated with or arranged through the servicing operation would be opening or becoming available. I relied upon these representations while continuing to make payments on the vehicle.

Ultimately, no effective repair solution was provided to me.

Because the vehicle remained inoperable and the repair issue remained unresolved, I had no practical alternative but to remove the vehicle from the repair facility. I paid approximately **$400 or more out of pocket** to have the vehicle removed, in addition to the diagnostic and related expenses.

IV. Continuing Financial Burden

Despite the vehicle being unusable, I continued to incur financial obligations relating to it.

These include, among other things:

- payments previously made toward the vehicle loan;
- diagnostic and inspection expenses;
- approximately $400 or more paid to remove the vehicle from the repair facility;
- continued full-coverage automobile insurance on a vehicle that I cannot use;
- transportation and ride expenses incurred because I do not have use of the vehicle;

- other reasonable out-of-pocket expenses resulting from the vehicle being inoperable; and
- the financial hardship caused by being required to continue dealing with an inoperable vehicle and the underlying debt.

During this period, I continued receiving payment demands and communications concerning the loan even though the vehicle remained unusable and the repair/warranty issue had not been satisfactorily resolved.

I do not seek to avoid legitimate financial obligations. I am willing to pay what I legitimately owe. My request is that the underlying vehicle and repair dispute be resolved fairly before I am required to continue making payments for a vehicle that has become inoperable through circumstances that I did not cause.

V. Requested Relief

Accordingly, Plaintiff respectfully requests that the Court grant such relief as is legally available, including consideration of the following alternatives:

A. Repair and Continued Performance

First, Plaintiff requests an order or other appropriate relief requiring the responsible party or parties to address the vehicle's documented mechanical condition and provide or fund the necessary repairs, subject to appropriate verification of the repair estimate and the terms of any applicable contract, warranty, or other obligation.

If the necessary repairs are funded and the vehicle is restored to a reasonably operable condition, Plaintiff is prepared to resume making the payments required under the applicable agreement, subject to any adjustment or other relief the Court determines appropriate.

B. Surrender of Vehicle and Resolution of Debt

Alternatively, if the responsible party will not provide or fund the necessary repairs, Plaintiff requests that the Court consider an appropriate resolution allowing Plaintiff to surrender the vehicle and obtain appropriate relief concerning the remaining obligation on the vehicle, including any relief concerning the title, lien, deficiency, or other indebtedness that the Court has authority to grant.

C. Refund/Reimbursement

Alternatively, Plaintiff requests recovery of amounts that the Court determines are legally recoverable, including appropriate amounts previously paid toward the vehicle and loan, together with qualifying out-of-pocket expenses arising from the defective and inoperable vehicle.

These expenses include, to the extent legally recoverable and supported by evidence:

- diagnostic expenses;
- repair-related expenses;
- approximately $400 or more paid to remove the vehicle from the repair facility;
- transportation and ride expenses incurred because the vehicle was unavailable;
- insurance premiums paid while the vehicle remained unusable;
- other documented consequential expenses; and
- any other damages or equitable relief that the Court determines are authorized by applicable law.

D. Alternative Relief

If neither repair nor an appropriate surrender/resolution arrangement is available, Plaintiff requests that the Court determine the parties' respective rights and obligations and award any other relief authorized by law and supported by the evidence.

VI. Good-Faith Efforts to Resolve the Matter

Before seeking judicial relief, I made repeated good-faith efforts to resolve this matter directly with the dealership, the servicing representatives, Vervent, and the persons or entities responsible for administering the account and warranty-related issues.

I provided the requested diagnostic information and repair documentation and waited for a determination. Instead of receiving a timely resolution, I was repeatedly redirected between representatives and administrators.

I therefore respectfully ask the Court to consider the complete history of these efforts and the substantial financial burden created by the continued inability to use the vehicle.

VII. Supporting Evidence

Plaintiff intends to provide documentation supporting the allegations and requested relief, including, as applicable:

1. Purchase and financing documents;
2. The vehicle's sales and contract documents;
3. Warranty documents;
4. Vehicle history and mileage documentation;
5. Dealer repair orders and service records;
6. Ford/independent repair-shop diagnostic report;
7. Repair estimate;
8. Receipts for diagnostic and vehicle-removal expenses;
9. Communications with Vervent and other servicing representatives;
10. Records of payments made on the vehicle;
11. Insurance records demonstrating continued coverage;
12. Documentation concerning the vehicle's current inoperable condition; and

VIII. Reservation of Rights

Plaintiff reserves the right to amend or supplement the Complaint and requested relief as additional documents, records, account information, repair information, or other relevant facts become available, subject to the Federal Rules of Bankruptcy Procedure and applicable orders of this Court.

Plaintiff respectfully requests that the Court adjudicate the claims asserted in the accompanying Complaint and grant such relief as the Court determines to be appropriate and legally available.

Respectfully submitted,

[ALBERTO LOPEZ CALDERON]
Plaintiff, Pro Se
605 WALKER AVE
CLEVELAND TX, 77327
8324017789
ALBERTOLUIS4991@GMAIL.COM

A. T. T.

Date: _____09/28/2026_____

/s/ **[ALBERTOLOPEZ CALDERON]**
Plaintiff, Pro Se

Alberto Lopez



PARTS

PLANET Ford HUMBLE, TX
19000 Eastex Freeway
Humble, Texas 77338
(281) 319-9600
PlanetFord59.com
Motorcraft Remanufactured Ford Engines • Parts
PARTS DIRECT (281) 446-2155
"We put SERVICE in the PARTS BUSINESS"
CELL: 832-401-7789

396918 CASH MATTHEW SPRADLIN 12/04/25 **PQ266401** FOR
832-401-7789

LOPEZ LUIS
605 WALKER AVE
CLEVELAND, TX 77327

2	0	BR3Z-6M280-F	SOLENOID - ENG	050	71.41	71.41	142.82	* 20% RESTOCKING CHARGE ON APPROVED RETURNS.
2	0	HL3Z-6M280-A	SOLENOID - ENG	050	71.61	71.61	143.22	
2	0	FR3Z-6256-C	SPROCKET - CAM	048	369.74	369.74	739.48	* NO REFUNDS AFTER 10 DAYS.
2	0	JL3Z-6C525-A	CAM	053	302.16	302.16	604.32	
1	0	BR3Z-8501-S T500	PUMP ASY - WAT	B069	239.72	239.72	239.72	* NO RETURN ON ELECTRICAL PARTS.
1	0	BR3Z-6A340-A	BOLT	052	20.91	20.91	20.91	* NO RETURN ON SPECIAL ORDER PARTS.
2	0	BR3Z-6279-A	BOLT	050	11.63	11.63	23.26	
2	0	JR3Z-6279-A	BOLT	050	20.09	20.09	40.18	* NO REFUND WITHOUT THIS INVOICE.
1	0	AA5Z-6714-A	FILTER ASY - O	016	23.23	23.23	23.23	
1	0	BR3Z-6020-B	GASKET	043	38.75	38.75	38.75	* ALL PARTS RETURNED MUST BE IN ORIGINAL CONTAINER AND IN RESALABLE CONDITION.
1	0	BR3Z-6020-C	GASKET	043	54.39	54.39	54.39	
1	0	BR3Z-6020-D	GASKET	043	36.51	36.51	36.51	
1	0	JR3Z-9276-B	GASKET	077	25.53	25.53	25.53	
1	0	7T4Z-8590-A T300	SEAL	074	27.95	27.95	27.95	

ALL CORES MUST BE RETURNED IN ORIGINAL BOX

GENERAL ARBITRATION CLAUSE

The parties agree that prior to instituting any suit in a court of law, that they will mediate any dispute involving the purchase of this part(s) pursuant to Chapter 164 of the Texas Civil Practices and Remedies Code and should mediation be unsuccessful the parties then agree to binding arbitration under AAA Consumer-Related Disputes Rules.

Any warranties on the products sold hereby are those of the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER COPY

** PRICE QUOTE **
09:39:06 PAGE 1 OF 3
NET519

PARTS

PLANET Ford HUMBLE, TX
19000 Eastex Freeway
Humble, Texas 77338
(281) 319-9600
PlanetFord59.com
Motorcraft Remanufactured Ford Engines • Parts
PARTS DIRECT (281) 446-2155
"We put SERVICE in the PARTS BUSINESS"
CELL: 832-401-7789

396918 CASH MATTHEW SPRADLIN 12/04/25 PQ266401 FOR
832-401-7789

LOPEZ LUIS
605 WALKER AVE
CLEVELAND, TX 77327

1	0	JL3Z-6584-D	GASKET	055	90.91	90.91	90.91	* 20% RESTOCKING CHARGE ON APPROVED RETURNS.
1	0	JL3Z-6584-C	GASKET	055	90.91	90.91	90.91	
1	0	FT4Z-9E583-A	SEAL	087	14.91	14.91	14.91	* NO REFUNDS AFTER 10 DAYS.
1	0	GK2Z-6700-A	SEAL ASY - CRA	058	20.75	20.75	20.75	
1	0	JR3Z-9J323-B	TUBE ASY	078	32.41	32.41	32.41	* NO RETURN ON ELECTRICAL PARTS.
1	0	ZC-30-A T300	REMOVER - SILI	009	26.97	26.97	26.97	* NO RETURN ON SPECIAL ORDER PARTS.
1	0	ZC-31-B	CLEANER - META	009	17.43	17.43	17.43	
1	0	PM-4-A T300	BRAKE CLEANER	008	11.75	11.75	11.75	* NO REFUND WITHOUT THIS INVOICE.
9	0	XO-5W20-Q1SP T500	MOTORCRAFT SAE	BULK2	14.83	14.83	133.47	* ALL PARTS RETURNED MUST BE IN ORIGINAL CONTAINER AND IN RESALABLE CONDITION.
1	0	TA-357 T300	SEALANT - SILI	009	98.23	98.23	98.23	
1	0	VC-13-G T500	ANTI-FREEZE	CORNER	32.91	32.91	32.91	

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Any warranties on the products sold hereby are those of the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

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** PRICE QUOTE **

PARTS

DARRELL WEBB'S PLANET Ford HUMBLE, TX

19000 Eastex Freeway
Humble, Texas 77338
(281) 319-9600
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396918 CASH MATTHEW SPRADLIN 12/04/25 **PQ266401**
832-401-7789 FOR

LOPEZ LUIS
605 WALKER AVE
CLEVELAND, TX 77327

1	0	JR3Z-9G756-A	SENSOR - FUEL	SOP-FC	139.39	139.39	139.39
1	0	FL3Z-9C015-A	HOSE - CONNECT	NEWSTK	644.60	644.60	644.60
1	0	JR3Z-9F972-A	SENSOR - FUEL	SOP-FC	105.79	105.79	105.79
2	0	JL3Z-6L266-C	TENSIONER - TI	049	61.94	61.94	123.88

* 20% RESTOCKING CHARGE ON APPROVED RETURNS.
* NO REFUNDS AFTER 10 DAYS.
* NO RETURN ON ELECTRICAL PARTS.
* NO RETURN ON SPECIAL ORDER PARTS.
* NO REFUND WITHOUT THIS INVOICE.
* ALL PARTS RETURNED MUST BE IN ORIGINAL CONTAINER AND IN RESALABLE CONDITION.

ALL CORES MUST BE RETURNED IN ORIGINAL BOX

GENERAL ARBITRATION CLAUSE

The parties agree that prior to instituting any suit in a court of law, that they will mediate any dispute involving the purchase of this part(s) pursuant to Chapter 164 of the Texas Civil Practices and Remedies Code and should mediation be unsuccessful the parties then agree to binding arbitration under AAA Consumer-Related Disputes Rules.

	3744.58
RESTOCK CHARGE	0.00
TAX	308.93
FREIGHT	0.00
	4053.51

Any warranties on the products sold hereby are those of the manufacturer. The Seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

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** PRICE QUOTE **
09:39:06 PAGE 3 OF 3
NET519

P0345 CODES
P0349
P0390
} CAM PHASERS 14.5 LABOR 2,827.50
PARTS 4053.51

P0451 FTP SENSOR LABOR 3.5 LABOR 682.50

7,563.51 TOTAL

REPLACE BATTERY

349.00 TOTAL
3YR WARRANTY

TRANSMISSION
CODE P27B5 INTERAL RATIO PERFORMANCE
REBUILD LABOR 5,821.20
PARTS 2,450.19

8,271.20 TOTAL

12/26/2025 PARTS REQUEST VC
10:34:50 PAGE 1

TECH#	JOB#	CWI	OP.CODE	OP.DESCRIPTION	ADVISOR NO.	PRI	TAG#
6356	1	C	20FOZ	AUTO TRANS	3368	3	7424

RO#	YR	MAKE	CARLINE/MODEL	MILEAGE	SERIAL #
268872	18	FORD TRUCK	F-150	103614	1FTEW1E50JFE26753

CUSTOMER NO: 396918
NAME: LOPEZ LUIS
ADDRESS: 605 WALKER AVE
CITY, STATE: CLEVELAND TX
ZIP CODE: 77327

PRODUCTION DATE:
DELIVERY DATE:
IN-SERVICE DATE:
TRANS TYPE: A
ENGINE CONFIG: 5.0L V8 EGH
ENGINE NUMBER:
DESCRIPTION: 4WD SUPERCREW

TRANSMISSION SKIPS OR SLIPS

LN#	PART DESCRIPTION	JOB	QTY
1	QUOTE-- DTCS STORED P27B5 INTERNAL RATIO PERFORMANCE	1	1
2	7H351 X1, 7153 X1, PC3Z-7B177-A X1, 7902 X1,	1	1
3	ALL FRICTION PLATES 7B164 , HL3Z-7B164-G X4,	1	1
4	CAT NUTS X4, TC NUTS X4, VALVE BODY SEPARATOR PLATE X1	1	1
5	XT-12-QULV X13, XL-3 X1,	1	1
6	TOTAL-- 30.8 HRS	1	1
7	DIAG 2.0 FLUSH .6 OH & R&R 26.4 , OH VB 1.8	1	1
8	ALL ON ALLDATA,	1	1
9	VERIFIED CUSTOMERS CONCERN TRANSMISSION SKIPS AND SLIPS,	1	1
10	FOUND VEHICLE WILL SLAM FROM 1ST TO 3RD VERY HARSH.	1	1
11	FOUND WHILE SHIFTING FROM 3RD TO 5TH GEAR VEHICLE WILL FLAREM,	1	1
12	AND ONLY SHIFT TO 4TH AND STUDDER INTO 5TH GEAR,	1	1
13	VERIFIED COCNERN WITH PID MONITOR ROAD TEST,	1	1
14	FOUND SHIFT FLARE FROM 3RD TO 4TH AT 389 RPMS AND SHIFT LAG	1	1
15	AT 1.43 SECONDS VERIFIES THE CDF BUSHING SLEEVE HAS SLIPPED AN	1	1
16	AND CAUSING C CLUTCH TO BLEED OFF PRESSURE RESULTING	1	1
17	IN VEHICLE KICKING IN AND OUT OF GEAR,	1	1
18	TRANSMISSION NEEDS COMPLETE OVERHAUL TO RESOLVE CONCERN	1	1
19	RECOMMEND REPLACING TORQUE CONVERTER DUE TO SHUDDERING FOUND	1	1

RO#	JOB#	OP.CODE	OP.DESCRIPTION	TECH	STATUS	CWI
268872	1	20FOZ	AUTO TRANS	6356	PASG	C
268872	2	40FOZ	DRIVABILITY	3189	H-A	C
268872	3	60FOZ	TRIM REPAIR	9344	H-A	C
268872	4	05FOZ	MAIN SHOP M	6475	FIN	C
268872	5	60FOZ1	TRIM REPAIR	9344	FIN	W
268872	6	00FOZZ99P	FREE MULTI-	6475	FIN	C
268872	7	60FOZ2	TRIM REPAIR	9344	FIN	C

CELL: 832-401-7789

396918
832-401-7789

CASH MIKE REED 12/26/25 PQ268098
FOR

1 Dat out

LOPEZ LUIS
605 WALKER AVE
CLEVELAND, TX 77327

1	0	JL3Z-7H351-B	HUB ASY	B048	271.82	208.33	208.33
1	0	HL3Z-7153-F	KIT - GASKET	149	256.14	225.00	225.00
1	0	PC3Z-7B177-A	CYLINDER	B047	180.99	180.00	180.00
1	0	HL3Z-7902-BTC	CONVERTER ASY	X	1365.57	1203.33	1203.33
			CORE PRICE			70.00	70.00
-1	0	F0HL3Z-7902-BTC CORE	RETURN			70.00	-70.00
5	0	HL3Z-7B164-A	DRIVE PLATE -	064	12.03	5.52	27.60
5	0	HL3Z-7B164-B	PLATE ASY - DR	064	11.03	5.02	25.10
6	0	HL3Z-7B164-C	PLATE ASY - DR	064	11.55	3.52	21.12
3	0	HL3Z-7B164-E	PLATE ASY - DR	064	13.09	6.05	18.15
4	0	HL3Z-7B164-G	PLATE - CLUTCH	064	20.39	9.70	38.80
4	0	HL3Z-7B164-D	PLATE ASY - DR	064	15.79	7.40	29.60
5	0	JL3Z-7B164-A	PLATE ASY - DR	064	12.29	5.65	28.25
4	0	-W520514-S440	NUT - HEX.	STD0-D	6.99	2.00	8.00
4	0	-W715618-S437	NUT	STD2-D	3.47	0.62	2.48
1	0	JL3Z-7Z490-F	PLATE AND GASK	069	115.39	114.40	114.40
13	0	XT-12-QULV	OIL - AUTOMATI	BULK1	19.09	9.05	117.65
1	0	XL-3	ADDITIVE - OIL	008	27.20	16.38	16.38
		T300					

SF605445-0S (03/25)

SF605445-0S (03/25)

2264.19 + TAX 186.79

Report a Problem

SSM 53305 2017-2025 Various Vehicles - 10R60/10R80/10R80 MHT/10R100 Transmissions - Whine Noise From Bellhousing/Front Of Fluid Pan At Idle And/Or While Driving

Some 2017-2025 Ford and Lincoln vehicles equipped with a 10R60/10R80/10R80 MHT/10R100 transmission may exhibit a whine noise at idle and/or while driving. This may be identified as coming from the bellhousing and the front of the transmission fluid pan. The whine noise may become louder when the transmission is at operating temperature and may increase with engine revolutions per minute (RPM) in the park (P) position. A small amount of whine noise is considered to be characteristic of the 10R60/10R80/10R80 MHT/10R100 transmissions due to the offset gear drivetrain in the front support and has no effect on durability.

tricolor auto

LIMITED WARRANTY

Limited Warranty No.

Stock No.

C. CUSTOMER'S OBLIGATIONS

(1) *Generally*. In order for this Limited Warranty to remain in force, Customer must properly operate, care for, and maintain the Covered Vehicle as recommended by the Covered Vehicle's manufacturer. Customer must keep and make available verifiable signed service/purchase receipts which show that this maintenance has been performed within the time and mileage limits required.

(2) *Oil Changes*. The minimum requirement on oil and oil filter changes is every three (3) months or 3,000 miles, whichever occurs first. If the manufacturer requires shorter maintenance intervals than those listed above, then Customer must follow the manufacturer's recommendations.

(3) *Deductible*. Customer is responsible for paying the Deductible indicated in Section A for each repair visit caused by a covered Breakdown.

D. DEALERSHIP'S OBLIGATIONS

If a covered Breakdown of the Covered Vehicle occurs during the Limited Warranty Term, Dealership will:

(1) Repair or replace, as Administrator deems appropriate, the Covered Part(s) which caused the Breakdown if Customer has met Customer's obligations, and if the Breakdown is not excluded under this Limited Warranty. Replacement parts may be of like kind and quality, subject to Administrator's discretion. This may include the use of new, remanufactured, or used parts as determined by Administrator.

(2) Reimburse Customer for towing required due to a covered Breakdown. Limit of $75 per occurrence.

E. WHAT TO DO IF CUSTOMER HAS A BREAKDOWN – CALL TOLL FREE 855-880-4342

(1) In the event of a Breakdown, Customer must follow this step-by-step procedure:

(a) *Protect the Vehicle*. Use all reasonable means to protect the Covered Vehicle from further damage. This may require Customer to stop the Covered Vehicle, turn off the engine, and have the Covered Vehicle towed.

(b) *Go to a Repair Facility*. If Customer is within a fifty (50) mile radius of the Dealership, then Customer must return to the Dealership's repair facility for repair. If Customer is beyond such 50 mile radius, then Customer must contact Administrator at 855-880-4342 during normal business hours for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a Tricolor Service Center.

(c) *Provide Information*. Furnish Administrator with such information as Administrator may reasonably require.

(2) If the Covered Vehicle requires an emergency repair outside of Administrator's normal business hours (Monday through Friday, 8 AM to 6 PM Central; Saturday, 8 AM to 2 PM), then Customer must fulfill Customer's obligations and retain any replaced parts for Administrator's inspection. Customer must contact Administrator the next business day for instructions on submitting the claim.

F. COVERED PARTS

The following is a list of Covered Parts under this Limited Warranty. For convenience, Covered Parts are listed next to the vehicle systems to which they are related. The vehicle systems listed are not Covered Parts.

(1) **Engine**: All internal Lubricated Parts within the engine; manifolds; expansion plugs; harmonic balancer; pulleys; engine mounts; oil pan; rotary engine rotor housing; supercharger/turbocharger (factory installed) housing, internal parts and vanes; timing belt/chain and tensioner; timing chain; cover valve cover(s); water pump; cases; housings; engine block and cylinder heads are covered only if damaged as the result of mechanical failure of an internal Lubricated Part.

(2) **Automatic or Standard Transmission/Transfer case**: All internal Lubricated Parts within the transmission and transfer case; cooler lines (metal); mounts; throttle valve cable; torque converter; flywheel/flexplate; transmission and transfer case housing are covered only if damaged as the result of mechanical failure of an internal Lubricated Part; transmission cooler; front pump; oil pan; vacuum modulator; external and internal control units.

(3) **Front or Rear Wheel Drive**: All internal Lubricated Parts within the drive/transaxle assembly including axles and axle bearings; constant velocity joint boots; drive axle housing; drive shaft support; differential cover; hub bearings; front hub locking assemblies; drive shaft; universal joints; four wheel drive actuator.

(4) **Air Conditioning**: Accumulator; blower motor; compressor; clutch internal parts and assembly; condenser; evaporator; orifice tube; suction control devices; thermostatic expansion valve; high/low compressor cut-off switch; pressure cycling switch; a/c lines; idler pulley and bearings; refrigerant is covered only if needed in conjunction with the repair of a covered component.

(5) **Note**: Seals and gaskets in any system listed are not Covered Parts, unless specifically identified.

G. EXCLUSIONS

(1) All parts not specifically listed as Covered Parts are not covered. These include, but are not limited to: brake linings, pads, drums and rotors, oil, grease, coolant, air conditioner refrigerant, filters, belts, hoses, batteries, battery cables, tires, constant velocity joint boots, spark plug wires, distributor cap and rotor, and manual/hydraulic clutch assembly. Normal maintenance items/repairs such as engine tune-ups and front end alignments are not covered. Adjustments to Covered Parts are not covered.

(2) In addition, this Limited Warranty provides no benefits or Coverage, and Dealership has no obligation under this Limited Warranty, for:

(a) a Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.

(b) a Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.

(c) a Breakdown caused by towing a trailer, another vehicle or any other object unless the Covered Vehicle is equipped for this use as recommended by the manufacturer.

(d) repair of any parts during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a Covered Part. Such replacement is considered betterment and is not covered.

(e) a Breakdown caused by or involving modifications or additions to the Covered Vehicle unless those modifications or additions were performed or recommended by the manufacturer.

(f) a Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.

You may contact Administrator during normal business hours at the following number or address:
Aeverex™ – P.O. Box 140249 – Irving, Texas 75014-0249 – 855-880-4342

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AEVEREX™

FILED
OCT 02 2026
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
Alberto Lopez	Tricolor Holdings LLC
ATTORNEYS (Firm Name, Address, and Telephone No.)	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☑ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☑ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Demanding Coverage for repairs on vehicle or discount fixed from remaining balance

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(a) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(b) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(c) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(d) – Objection/Revocation of Discharge
- ☑ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(e) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(f) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☑ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(f) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☑ 65-Dischargeability - other

FRBP 7001(g) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(h) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(i) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(j) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $

Other Relief Sought Alleviate interest charges and late payments while the process has been underway

B1040 (FORM 1040) (12/24)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Alberto Lopez	BANKRUPTCY CASE NO. 25-33487-MVL-7	
DISTRICT IN WHICH CASE IS PENDING Northern District of Texas	DIVISION OFFICE Dallas Division	NAME OF JUDGE Michelle V. Larson
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF Alberto Lopez	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE 09/29/26	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Alberto Lopez	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.