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COUNSEL FOR VERVENT, INC.

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

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

**VERVENT, INC.’S MOTION TO ESTABLISH INTERIM PROCEDURES
 FOR INVOICING, PAYMENT, AND RECONCILIATION OF
 SERVICER FEES AS TO CONTESTED AND CLEAN ACCOUNTS**

Vervent, Inc. (“**Vervent**”), files this motion (the “**Motion**”) for entry of an order (the “**Proposed Order**”) establishing certain interim procedures for the invoicing, payment, and reconciliation of servicer fees as to certain contested and clean customer accounts of Vervent, all as set forth in more detail below. In support of this Motion, Vervent respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and

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.



1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On September 10, 2025 (the “**Petition Date**”), the Debtors each commenced a case by filing a petition for relief under chapter 7 of the Bankruptcy Code (collectively, the “**Chapter 7 Cases**”). The Chapter 7 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b), and Local Rule 1015-1.

3. The Office of the United States Trustee for Region 6 (the “**U.S. Trustee**”) has appointed Anne Elizabeth Burns as the duly qualified trustee over the Chapter 7 Cases (the “**Trustee**”).

4. The Trustee is in possession of the Debtors’ estates and is operating the Debtors’ businesses on a limited basis pursuant to the terms of the *Order Granting Trustee’s Motion for Limited Authorization to Operate the Debtors’ Business Pursuant to 11 U.S.C. § 721* [Docket No. 158].

A. Vervent, the Services, and the Servicer Agreements.

5. Vervent is an industry-leading loan servicing company that, among other things, provides customizable loan servicing support, regulatory reporting and compliance protocols, secure fund flow and controls services, and other related services under various loan facilities across numerous industries and sectors.

6. In addition, given its experience and servicing expertise, Vervent is frequently retained by lenders, investors, and other clients to provide back-up servicer support, which means Vervent is contracted to step into the position of a primary loan servicer in the event the primary

servicer is unable to perform its contracted servicer obligations or otherwise is removed from that role following a default.

7. Here, prior to the Petition Date, Vervent was engaged as the back-up servicer under certain servicing agreements, including agreements in which debtor Tricolor Auto Acceptance, LLC (“**TAA**”) was the primary servicer. Due to various prepetition defaults, TAA was terminated as servicer under certain of these servicing agreements prior to the Petition Date, and Vervent was appointed as successor servicer as to certain portfolios. Further, since the Petition Date, due to its expertise and familiarity with the relevant assets and the Tricolor portfolio more generally, several other parties have executed servicer agreements with Vervent, and Vervent is now the contracted-servicer for substantially all of the Tricolor portfolio.²

8. In its capacity as servicer under the various servicer agreements, Vervent manages and services the loans and receives into various collection accounts funds remitted by borrowers with respect to various pools of receivables. Vervent’s ability to continue servicing the applicable loans and to otherwise provide the servicer duties under the servicing agreements during these Chapter 7 Cases is essential to protecting the interests of all parties and the estates, including the lenders and consumer borrowers. In particular, the services (collectively, the “**Services**”) provided by Vervent as servicer pursuant to the various servicing agreements (the “**Servicer Agreements**”) generally include, without limitation, the following: (a) manage, service, administer, and make collections on certain loan receivables originated by the Debtors (the “**Receivables**”); (b) collect and consolidate funds remitted by borrowers with respect to the Receivables and respond to borrower inquiries related to the Receivables; (c) collect, transport, and dispose or repurpose collateral related to the Receivables, including via vehicle GPS information and repossession from

² One exception at this time is certain unassigned notes that may be property of the chapter 7 estates, and Vervent and the Trustee are in the process of finalizing a servicing agreement for those assets as well.

Debtor-owned premises, including the utilization of the collection accounts; (d) investigate delinquencies related to the Receivables; (e) provide collection and repossession services in the event of borrower defaults related to the Receivables; (f) utilize the Debtors' brand identities and company names to accomplish the services; (g) with respect to the Receivables, manage and maintain electronic and physical data of the Debtors to accomplish the services, including via web domains owned or operated by the Debtors; and (h) communicate and contract with and pay vendors, contractors, suppliers, and creditors of the Debtors or other third parties to accomplish the services.

B. Vervent Has Incurred Substantial Transition Costs to Reestablish Servicing, Secure Estate and Non-Estate Assets, and Otherwise Assist the Trustee in Fulfilling Her Statutory Duties.

9. As the Trustee has stated both at hearings and in various pleadings, upon her appointment, she was faced with a dire situation with little to no information regarding the Debtors' finances, operations, or assets, including the location and condition of approximately 10,000 vehicles owned by or that were in the possession of certain Debtors and certain non-debtor affiliates. Along with her own advisors, Vervent has played an indispensable role in the Chapter 7 Cases in facilitating the efforts of the Trustee (and others) to untangle the web left behind by the Debtors, all in an attempt to secure collateral and, ultimately, maximize value for the estates and all parties in interest.

10. As part of that effort, on September 19, 2025, the Court entered the *Order Granting Chapter 7 Trustee's Motion for Entry of Order Approving Stipulation Between Trustee and Vervent, Inc.* [Docket No. 53], (the "**Vervent Order**"),³ pursuant to which Vervent continued to act as servicer for non-Debtor parties. The Trustee, with the assistance of Vervent and pursuant

³ The relief granted under the Vervent Order was extended by consensual orders. *See, e.g.*, Docket Nos. 196, 287, 435, 520.

to the Vervent Order, has been focused on, among other things, ensuring that the assets in the Debtors' estates or possession—including vehicles—are accounted for and otherwise secured. Vervent has been actively working with Automotive Rentals, Inc. T/A Holman ("**Holman**") to transport the vehicles from the Debtors' various vehicle locations to be stored at auction house lots pending the sale of such vehicles. Holman, in turn, has coordinated with the various towing services and auction lots in an effort to facilitate prompt sales following court approval.

11. Although not a "normal" servicer duty, Vervent coordinated this transportation and security effort with Holman to assist the Trustee and benefit stakeholders in the cases, including to facilitate the Court-approved sale process of the approximately 10,000 vehicles that were on various Debtor-lots or other facilities as of the Petition Date. Moreover, in assisting the Trustee and others, and because TAA failed to transition servicing to Vervent in an orderly fashion as contemplated by various agreements, Vervent has incurred significant non-ordinary expenses to stabilize and facilitate the transfer of servicing post-petition, including securing and transferring vehicles; securing, preserving, and transitioning IT infrastructure; obtaining access to GPS monitoring and related data; obtaining access to title records; paying critical third-party vendors of the Debtors; hiring independent contractors with familiarity with the Tricolor operations and assets; and others transition costs that Vervent estimates ultimately will cost between \$7 million and \$7.5 million between the Petition Date and the end of December 2025 (collectively, the "**Transition Costs**").

12. These Transition Costs represent necessary expenses incurred by Vervent for the benefit of the estates (including at the direction of the Trustee and in accordance with the Vervent Order) and other non-estate stakeholders and fall outside ordinary servicer duties or costs covered by the Servicer Agreements. At this time, however, Vervent has only received preliminary

payments toward a fraction of these total anticipated Transition Costs.⁴ As a result of incurrence of the Transition Costs and other efforts by Vervent, Vervent was able to begin servicing the loans originated by certain of the Debtors and currently owned by certain Debtors and non-Debtor affiliates, effective as of October 1, 2025, and Vervent has continued to do so through the present.

C. The Interim Base Servicer Fee Procedures.

13. As noted above, since October 1, 2025, Vervent has been providing the Services as to the TriColor auto loan accounts (collectively, the “**Accounts**”), including while ownership and collateral mapping as to such Accounts is being finalized and determined across the various silos (including loans that may or may not be property of the estates). Vervent has been servicing the Accounts (and incurring expenses in so doing) since the transition to its systems.

14. As relevant to this Motion, Vervent is actively servicing Accounts that, once a final determination is made, are anticipated to be the collateral of certain customers of Vervent, including the following: Wilmington Trust, National Association (in its capacity as indenture trustee under each of the Securitizations⁵ and together with any successor indenture trustee under any Securitization, the “**Indenture Trustee**”), JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, Origin Bank, Ares, and the Trustee (collectively, the “**Customers**”).⁶ Vervent, however, has not received payment for any accrued servicer fees as to the Customers pursuant to the various Servicer Agreements (or otherwise) over the past three months. Thus,

⁴ Through this Motion, Vervent does not seek an order directing payment of the Transition Costs, and Vervent has worked with various parties on agreements and mechanisms in an effort to have these costs paid. Vervent provides this background to highlight the extensive work performed by Vervent and the financial burden Vervent has incurred to facilitate these activities for the benefit of the estates and parties in interest.

⁵ “**Securitization**” means each series of asset backed notes issued by certain non-Debtor subsidiaries of Tricolor Holdings, LLC.

⁶ For avoidance of doubt, the Indenture Trustee is a separate Customer in its capacity as indenture trustee under each of the Securitizations.

although Vervent understands (and appreciates) that there is a general acknowledgment that Vervent is providing valuable services (including the Services) and that Vervent should be compensated for those efforts, the complexities of these cases and other factors have resulted in Vervent continuing to provide valuable services, and to incur significant costs, without any compensation in return.

15. To address this situation and facilitate necessary payments to Vervent in a fair and transparent manner, Vervent has designed, and seeks approval through this Motion, of an interim structure to facilitate payment of certain minimum servicer fees to Vervent, with a full tracking, reporting, and reconciliation of all such fees to occur at the appropriate time, as set forth in more detail below (collectively, the “**Interim Servicer Fee Procedures**”). Further, as set forth below, the Interim Servicer Fee Procedures are intended to be temporary in nature and are date-limited to Vervent’s services between October 1, 2025, and March 31, 2026, with the rights of all parties reserved as to any extension of the Interim Servicer Fee Procedures after March 31, 2026, including as to fees for any Contested Accounts (defined below) remaining as of such date.

16. The Interim Servicer Fee Procedures are intended to address the invoicing and payment for Services by Vervent pursuant to the Servicer Agreements across the Contested Accounts and to-be-determined Clean Accounts (each as defined below) as follows: (i) the Accounts in which ownership is or may be disputed, collateral may be or is multi-pledged, and/or other disputes may or do exist as to whether such Accounts are, ultimately, Accounts of a specific Customer or another party (the “**Contested Accounts**”); and (ii) the Accounts in which ownership and title are determined by agreement of the Customers and other parties-in-interest, or by a non-appealable order of a court of competent jurisdiction or through another mutually acceptable process, to be a clear and undisputed Account of a certain Customer (with recognition that no final

determination of such status has been made as to any Account as of this filing) (the “**Clean Accounts**”).

17. The Interim Servicer Fee Procedures proposed by Vervent are as follows:

Interim Servicer Fee Procedures

- (1) Vervent shall be paid, on a monthly basis, in arrears, an interim base servicing fee in the amount of 3.00% per annum, accruing monthly at 0.25% of serviced assets under management⁷ calculated based on the outstanding principal balance of the Contested Accounts actively serviced by Vervent at the beginning of the applicable month (starting on October 1, 2025, and concluding on March 31, 2026) (the “**Interim Base Servicing Fee**”).
- (2) The Interim Base Servicing Fee shall constitute the interim servicing fee for which Vervent is entitled to payment and shall not be subject to any claw-backs, off sets, or net credits except as otherwise permitted by the applicable Servicer Agreement, and subject to the recalculation and payment of the applicable servicing fees for Clean Accounts of the Customers as set forth below.
- (3) As of this filing, Vervent understands that all Accounts remain Contested Accounts, and the Interim Base Servicing Fee shall apply to all Contested Accounts as of the Outside Drop Dead Deadline (defined below). While the process to determine Clean Accounts and Contested Accounts remains pending, Vervent shall be compensated from the Tricolor Trust Account (Wells Fargo Acct. # X3566) (the “**Trust Account**”) (which is the account into which all post-petition collections of Accounts have been and will continue to be deposited) and then the specific Customer’s collection account(s) once a Customer’s Account becomes a Clean Account, as follows:
 - (i) If a determination has been made that a Customer’s Account is a Clean Account on or before January 9, 2026 (the “**Outside Drop Dead Date**”), then (x) Vervent shall be entitled to payment of its contractual servicing fee as to such Customer’s Clean Accounts under the applicable Servicer Agreement for the periods of October 2025, November 2025, December 2025, and thereafter, and (y) Vervent shall be entitled to payment of the Interim Base Servicing Fee from the Trust Account as to the remaining Contested Accounts after the Outside Drop Dead Date through the applicable Asset Clarity Date (defined below).

⁷ Assets under management (“**AUM**”) is the methodology used to calculate the servicer fees in the Servicer Agreements. AUM is recalculated every month and is subject to standard charge off policies under the Servicer Agreements and other contractual adjustments in the ordinary course. Because Vervent onboarded accounts using a single VIN, there is no “double counting” of the same vehicle for purposes of the AUM calculation. For avoidance of doubt, the AUM calculation for the Contested Accounts shall include loans that may be property of the Securitizations.

- (ii) The date on which a determination is made that a Customer's Account constitutes a Clean Account shall be the "**Asset Clarity Date**" as it relates to such Account. On the first day after each month, with respect to all Customers' Accounts that have been determined (since the first day of the prior month) to be Clean Accounts, the proceeds of such Customer's Accounts (minus any previously paid Interim Base Servicer Fees) shall promptly be remitted from the Trust Account to the applicable collection account(s) for that Customer, and thereafter, all collections with respect to such Clean Accounts shall be remitted daily from the Trust Account to the respective Customer's collection account(s).⁸
 - (iii) On the first payment date after the relevant Asset Clarity Date, Vervent shall recalculate the servicing fee related to such Customer's Accounts determined to be Clean Accounts in the prior month and deliver a written copy of such recalculation to the applicable Customer (along with the monthly servicing report) on or before the seventh (7th) business day of each month, and, subject to any objections asserted by the applicable Customer, Vervent shall be entitled to a true-up of the difference (if any) between the Interim Base Servicing Fee and the contractual servicing fee under the applicable Servicer Agreement between October 1, 2025, and the relevant Asset Clarity Date (on an asset-by-asset, VIN/account level) for such Clean Accounts. Thereafter, Vervent shall be entitled to payment of its servicing fee under the applicable Customer's Servicer Agreement as to the Customer's Clean Accounts, which shall be paid from the applicable Customer's collections account(s) in the ordinary course.
 - (iv) Until such time as all Accounts are determined to be Clean Accounts, Vervent shall be entitled to continued payment of the Interim Base Servicing Fee from the Trust Account as to any Accounts that remain Contested Accounts as of the end of any applicable month, and Vervent shall provide an omnibus invoice to all Customers and other parties-in-interest for all Contested Accounts in accordance with these procedures.
- (4) Based on the foregoing procedures, and to align with Vervent's ordinary course billing practices, invoicing and payment of servicer fees shall occur as follows:
- (i) The first invoices from Vervent for interim servicer fees for the periods of October 2025, November 2025, and December 2025 shall be delivered to the Customers and other parties-in-interest (including under the Securitizations) on or before January 12, 2026, and such invoices shall be paid within two (2) business days after entry of the Order granting the Motion, from (x) the Trust Account as to the Contested Accounts as of the

⁸ Once a Customer's Account is determined to be a Clean Account as to that Customer, borrower payments will continue to be made initially into the Trust Account, and Vervent then daily remits such funds from the Trust Account to the specific collection account(s) for that Customer/asset.

Outside Drop Dead Date, and (y) from the specific collection account(s) in accordance with the applicable Servicer Agreements as to each Customer's Clean Accounts determined as of the Outside Drop Dead Date.

- (ii) Subsequent invoicing and payment shall occur monthly on or before the 8th (for invoicing) and 15th (for payment) day of the month following the applicable servicing period consistent with the terms and conditions of the Interim Servicer Fee Procedures.
 - (iii) Invoices for all Contested Accounts shall be sent to the Customers and other parties-in-interest (including under the Securitizations) in accordance with these procedures on a monthly basis.
- (5) The rights of all parties are reserved as to the ownership and security in any Accounts, allocation of servicer fees, including Interim Base Servicing Fees and Transition Costs, under the applicable Servicer Agreements and all true-ups, and Vervent shall cooperate and provide reasonably requested information to substantiate any such allocation and true-up.⁹
- (6) Each asset's accrued and funded servicer fees (including the Interim Base Servicer Fee) shall be tracked by Vervent at the asset level and allocated to the ultimate owner of that asset upon completion of the process of determining Clean Accounts and Contested Accounts. The Interim Servicer Fee Procedures shall govern the procedures for payment of servicer fees as to the Accounts until such time as the final mapping and permanent fee arrangements are in place based on a final determination as to the status of all Accounts, after which time all fees shall accrue and be paid in accordance with the applicable Servicer Agreements and other applicable documents.
- (7) True-ups of the servicer fees under the Customers' Servicer Agreements, if any, shall occur as follows:
- (i) Any difference between (x) the Interim Base Servicer Fee and (y) the actual total servicer fees allocable to the Customer's Clean Accounts pursuant to the Customer's Servicer Agreement shall be billed to and paid pursuant to such Servicer Agreement on the next monthly payment date and otherwise subject to the applicable Servicer Agreement after such determination is made as set forth above.
 - (ii) If any invoiced servicer fee (including the Interim Base Servicer Fee) is not paid in the month in which it is invoiced, then such unfunded portion of the servicer fee shall be accrued and shall be paid as part of the first payment cycle when such funds become available.

⁹ Vervent tracks servicer fees by asset and, therefore, will maintain detailed records to support this allocation and reconciliation process across the Accounts.

- (8) Nothing herein shall modify the passthrough repossession and remarketing vendor expenses as set forth in the applicable Servicer Agreement.
- (9) Nothing in the Interim Servicer Fee Procedures shall modify any Servicer Agreement, credit agreement, indenture, or other applicable agreement. All payments under the Interim Servicer Fee Procedures shall be on an interim basis and shall remain subject to all applicable governing documents in all respects. The terms of the Interim Service Fee Procedures may not be amended, modified or supplemented without the consent of Vervent and each affected Customer.
- (10) The Trustee (and advisors) and Vervent shall promptly, upon request by any Vervent customer or other party-in-interest, provide information reasonably requested to assist such party in determining Contested Accounts and Clean Accounts, and, subject to execution of a protective order, any such information shared by the Trustee or Vervent shall be provided to all Vervent customers contemporaneously. The sharing of any confidential information contemplated by the process outlined herein shall be governed by a protective order reasonably acceptable to the Trustee, Vervent, and the applicable customer(s) sharing such information.
- (11) Nothing herein shall constitute authorization to pay any servicer fees based on the servicing of Clean Accounts determined to be collateral of the Securitizations (the “**Securitization Accounts**”). Except as may otherwise be agreed, and except with respect to the Contested Accounts in accordance with these procedures, all payments to Vervent based on servicing Securitization Accounts and all reconciliation payments required based on the final determination of such Securitization Accounts shall be made solely in accordance with the applicable Indentures (as defined in the Vervent Order). Vervent shall cooperate with the Indenture Trustee and the advisors under the Securitizations regarding such procedures and payments therein.
- (12) The Interim Servicer Fee Procedures shall apply to servicing fees incurred by Vervent between October 1, 2025, and March 31, 2026. The rights of all parties are reserved as to any extension of the Interim Servicer Fee Procedures after March 31, 2026.

RELIEF REQUESTED

18. By this Motion, Vervent seeks entry of the Proposed Order approving the Interim Servicer Fee Procedures and authorizing the applicable parties, including the Trustee, the Customers, and Vervent, to enter into and perform under the Interim Servicer Fee Procedures.

BASIS FOR RELIEF

19. Bankruptcy Code section 105(a) authorizes the court to issue any order “necessary

or appropriate to carry out the provisions of the Bankruptcy Code,” thereby codifying the bankruptcy court’s inherent equitable powers. 11 U.S.C. § 105(a).

20. While Vervent believes the vast majority of the Customers’ Accounts are not property of the estates, and Vervent and its customers (other than the Trustee) do not require Court authority to agree to and execute the Interim Servicer Fee Procedures, Vervent files this Motion given that some of the assets, such as Accounts originated shortly before the Petition Date, may be estate assets.

21. Here, Vervent has provided, and continues to provide, indispensable services to the benefit of the estates, Customers, and other parties in interest, including the Services being provided to the Customers in accordance with the Servicer Agreements. Vervent, however, has been incurring significant internal and external costs in the meantime without any agreed-upon mechanism to facilitate compensation to Vervent (including from non-estate funds), thus putting a significant and inequitable financial strain on Vervent. This is in large part due to the complexity of the issues in these cases, the ongoing efforts to determine and allocate collateral and accounts, and other factors. Vervent, therefore, has designed the Interim Servicer Fee Procedures as a mechanism to facilitate certain minimum payments to Vervent as to the Customers in the meantime, all with complete transparency and the ability to reconcile, allocate, and true-up servicer fees at the appropriate time.

22. Vervent submits, moreover, that given Vervent’s critical role in these cases, it is necessary and appropriate for this Court to authorize the start of certain interim payments to Vervent as compensation for its valuable services to both the benefit of the estates and other

interested parties.¹⁰ Failure to do so would deny Vervent its contractual payment rights (including for postpetition services and including from funds that are non-estate assets), continue to impose a substantial financial burden on Vervent, and may jeopardize Vervent's long-term ability to provide the Services to the Customers and others if no compensation is received in the near future while Services continue to be performed and costs continue to accrue.

NOTICE

23. Notice of this Motion has been provided to: (a) the U.S. Trustee, (b) the Customers, (c) the Indenture Trustee and advisors to the Securitization noteholders, and (d) those parties who have requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

WAIVER OF ANY APPLICABLE STAY

24. Vervent seeks a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Vervent submits that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to Vervent and the estates for the reasons set forth herein. Accordingly, Vervent submits that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

NO PRIOR REQUEST

25. No previous request for the relief sought herein has been made to this or any other court.

¹⁰ Vervent, therefore, is seeking the Court's approval of the Interim Servicing Fee Procedures out of an abundance of caution due to the potential for certain of the Accounts to be unencumbered. Nothing in this Motion or the Proposed Order shall deem any Accounts to be property of the Debtors' estates.

WHEREFORE, Vervent respectfully requests entry of the Proposed Order, granting the relief requested herein and such other and further relief as may be just and proper.

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Dated: January 12, 2026

Respectfully submitted,

/s/ Scott D. Lawrence

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COUNSEL FOR VERVENT, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was served on January 12, 2026 by the Court's ECF noticing system on all parties that consent to such service via electronic filing including the parties listed below.

Wilmington Trust, National Association
c/o Alston & Bird Attn: Gerard S Catalanello
gerard.catalanello@alston.com

JPMorgan Chase Bank, N.A.
c/o Simpson Thacher Bartlett Attn: Elisha D. Graff
egraff@stblaw.com

Fifth Third Bank
c/o Goldberg Kohn Attn: Danielle Wildern Juhle
danielle.juhle@goldbergkohn.com

ACV Capital LLC
c/o Morgan Lewis Attn: Jennifer Feldsher
jennifer.feldsher@morganlewis.com

TBK Bank, SSB
c/o Vinson & Elkins Attn: Bradley Roland Foxman
bfoxman@velaw.com

Origin Bank
c/o Katten Muchin Rosenman LLP
Attn: Yelena E. Archiyan
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Ares
Katten Muchin Rosenman, LLP
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howard.schickler@katten.com

/s/ Scott D. Lawrence
Scott D. Lawrence

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

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

**ORDER GRANTING VERVENT, INC.’S MOTION TO ESTABLISH
INTERIM PROCEDURES FOR INVOICING, PAYMENT, AND
RECONCILIATION OF SERVICER FEES AS TO CERTAIN CONTESTED
AND CLEAN ACCOUNTS**

Upon Vervent, Inc.’s Motion to Establish Interim Procedures for Invoicing, Payment, and

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.

Reconciliation of Servicer Fees as to Certain Contested and Clean Accounts (the “**Motion**”)² filed by Vervent seeking entry of an order (this “**Order**”) approving the Interim Servicer Fee Procedures and authorizing the applicable parties, including the Trustee and Vervent, to enter into and perform under the Interim Servicer Fee Procedures, all as more fully set forth in the Motion; the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is **GRANTED** as set forth herein.
2. The Interim Servicer Fee Procedures are hereby approved, and the Trustee, Vervent, the Customers, and all other applicable parties in interest are hereby authorized to enter into and perform under the Interim Servicer Fee Procedures.
3. The Trustee, Vervent, the Customers, and all other applicable parties in interest are

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion.

authorized to execute and deliver all instruments and documents and take other such action as may be necessary or appropriate to implement and effectuate the transactions contemplated by the Interim Servicer Fee Procedures.

4. Interim Servicer Fee Procedures shall expire on March 31, 2026, unless otherwise extended by further Court order. All rights are reserved as to any extension of the Interim Servicer Fee Procedures after March 31, 2026.

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

6. To the extent necessary, the Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

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

8. All rights and remedies are expressly preserved as to all parties, including, but not limited to, with respect to the priority of any liens or claims against or to the alleged collateral of any of the parties in interest, whether any collateral or account is property or not property of the estates, and the allocation of, and rights in, all funds disbursed under this Order, including, without limitation, as to the allocation of servicer fees under the applicable Servicer Agreements and all true-ups.

9. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, and to adjudicate, if necessary, any and all disputes concerning or relating to this Order, provided that nothing herein shall constitute consent by any party to this Court's jurisdiction with respect to a determination as to ownership, priority, or servicing of collateral or accounts that are determined to be non-estate assets.

10. Nothing in this Order shall deem any collateral or accounts to be property of the Debtors' estates.

END OF ORDER

Prepared and submitted by:

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