MCDERMOTT WILL & SCHULTE LLP
Charles R. Gibbs (TX Bar No. 7846300)
Marcus A. Helt (TX Bar No. 24052187)
Grayson Williams (TX Bar No. 24124561)
2801 North Harwood Street, Suite 2600
Dallas, Texas 75201
Telephone: (214) 295-8000
E-mail: crgibbs@mcdermottlaw.com
mhelt@mcdermottlaw.com
gwilliams@mcdermottlaw.com

MCDERMOTT WILL & SCHULTE LLP
Darren Azman (admitted *pro hac vice*)
One Vanderbilt Avenue
New York, New York 10017-3852
Telephone: (212) 547-5400
E-mail: dazman@mcdermottlaw.com

Julia M. Beskin (admitted *pro hac vice*)
919 Third Avenue
New York, New York 10022
Tel: (212) 547-5400
Fax: (212) 547-5444
Email: jbeskin@mcdermottlaw.com

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.	)	

WITNESS AND EXHIBIT LIST OF THE CHAPTER 7 TRUSTEE
FOR HEARING SCHEDULED ON APRIL 1, 2026

Anne Elizabeth Burns, solely in her capacity as the duly appointed Chapter 7 bankruptcy trustee (the "Trustee") for Tricolor Holdings, LLC and its various debtor affiliates, hereby files[2] this *Witness and Exhibit List of the Chapter 7 Trustee for Hearing Scheduled on April 1, 2026* (the

[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] The Trustee is re-filing the witness and exhibit list she filed on March 29, 2026 at Docket No. 972 in order to attach the exhibits listed therein.

25334872603310000000000003

"Witness and Exhibit List") in connection with the matters scheduled for hearing on April 1, 2026, at 9:30 a.m. (prevailing Central Time) (the "Hearing"):

WITNESSES

1. Any witness listed, offered, or called by the U.S. Trustee, Vervent, Inc. or any other party or party in interest;
2. Any witness necessary to authenticate a document; and
3. Any witness required for rebuttal or impeachment.

EXHIBITS

Exhibit No.	Description	Offered	Objection	Admitted	Disposition After Hearing
1.	Trustee's Live Lift Stay Motion and Demand Letter Chart				
2.	Demand Letter to Trustee from Jose Alberto Alvarez Aguirre dated February 27, 2026				
3.	Demand Letter to Trustee from German Augusto Hoyos Baquero dated February 27, 2026				
4.	Demand Letter to Trustee from Sergio Lobato Carrillo dated March 2, 2026				
5.	Demand Letter to Trustee from Yosvanys Garcia Diaz dated March 3, 2026				
6.	Demand Letter to Trustee from Jose Alberto Ferrer Suarez dated March 2, 2026				
7.	Demand Letter to Trustee from Juan Pable Frijoli Campos dated March 3, 2026				
8.	Demand Letter to Trustee from Jose Eduardo Alas Linares dated February 27, 2026				
9.	Demand Letter to Trustee from Juan Aciel Calafell Martinez dated March 4, 2026				
10.	Demand Letter to Trustee from				

	Evaristo Valle Mendoza dated March 2, 2026				
11.	Demand Letter to Trustee from Salomon Vaquera Oviedo dated March 2, 2026				
12.	Demand Letter to Trustee from Judith Morffi Perez dated March 2, 2026				
13.	Demand Letter to Trustee from Hector Javier Fuentes Polanco dated March 2, 2026				
14.	Demand Letter to Trustee from Laura Imelda Ramos Galvan dated March 4, 2026				
15.	Demand Letter to Trustee from Itan Ortiz Sanchez dated March 4, 2026				
16.	Any paper or pleading on file in these cases				
17.	Any exhibits listed, designated, or offered by the U.S. Trustee, Vervent, Inc. or any other party or party in interest				
18.	Any exhibits necessary for rebuttal				

RESERVATION OF RIGHTS

The Trustee reserves the right to amend or supplement this Witness and Exhibit List at any time prior to the Hearing and/or in compliance with the Local Bankruptcy Rules and the Orders of this Court. The Trustee reserves the right to offer into evidence any other exhibit designated by any other party in connection with the hearing on these matters. The Trustee also reserves the right to offer into evidence such additional testimony and documents as may be appropriate for rebuttal or impeachment purposes.

Dated: Dallas, Texas
March 31, 2026

MCDERMOTT WILL & SCHULTE LLP

/s/ Charles R. Gibbs
Charles R. Gibbs (TX Bar No. 7846300)
Marcus A. Helt (TX Bar No. 24052187)
Grayson Williams (TX Bar No. 24124561)
2801 North Harwood Street, Suite 2600
Dallas, Texas 75201-1664
Tel: (214) 295-8000
Fax: (972) 232-3098
E-mail: crgibbs@mcdermottlaw.com
mhelt@mcdermottlaw.com
gwilliams@mcdermottlaw.com

-and-

Darren Azman (admitted *pro hac vice*)
One Vanderbilt Avenue
New York, New York 10017-3852
Tel: (212) 547-5400
Fax: (212) 547-5444
E-mail: dazman@mcdermottlaw.com

Julia M. Beskin (admitted *pro hac vice*)
919 Third Avenue
New York, New York 10022
Tel: (212) 547-5400
Fax: (212) 547-5444
Email: julia.beskin@srz.com

Counsel to the Chapter 7 Trustee

CERTIFICATE OF SERVICE

I do hereby certify that on March 31, 2026, a true and correct copy of the foregoing document was served via CM/ECF for the United States Bankruptcy Court for the Northern District of Texas on all parties authorized to receive electronic notice in this case.

/s/ Charles R. Gibbs
Charles R. Gibbs

TRICOLOR APRIL 1, 2026 LIFT STAY MOTIONS
CASE 25-33487-mvl7

DKT #	CUSTOMER	LIFT STAY	PAID FEE	DEMAND LETTER
655	Aguirre, Jorge Enrique	X	X	
676	Diaz, Yosvanys Garcia	X	X	X
677	Armenta, Richard Gildardo	X	X	
678	Ovideo, Salimon Vaquera	X	X	X
679	Moreno, Mayra Alejandra Robledo	X	X	
680	Ceronio, Angel Celiseo	X	X	
681	Zermeno, Johanna Ruby Vasquez	X	X	
682	Ibarra, Brisa Viridiana Martinez	X	X	
683	Ferrer, Jose Albert	X	X	X
684	Linares, Jose Esuardo Alas	X	X	X
685	Isidro, Jeronimo Gonzalez	X	X	
686	Aguirre, Jose Alberto Alvarez	X	X	X
687	Morales, Erminio Melchor	X	X	
688	Mendoza, Evaristo Valle	X	X	X
689	Frigoli, Juan Pablo	X	X	X
690	Baquero, German Augusto Hoyos	X	X	X
719	Martinez, Juan Aciel Calafell	X		X
788	Carrillo, Sergio Lobato	X		X
806	Perez, Judith Morffi	X		X
	Polanco, Hector Janier Fuentes			X
	Ramos, Laura Imelda			X
	Sanchez, Itan Ortiz			X

Case 25-33487-mvl7 Doc 983-2 Filed 03/31/26 Entered 03/31/26 15:49:27 Desc
Exhibit 2 Page 1 of 28

DN 6866
Live Mtn



FROM / REMITENTE

Client Name: Jose Alberto Alvarez Aguirre
Address: 6523 Chapel Frst
City, State, ZIP: San Antonio Tx 78239
Phone: 2108733986
Email: josealvareza2605@gmail.com

TO / DESTINATARIO
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

RECEIVED
MAR 16 2026
BY:

Trustees' Exhibit 002

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustees' Exhibit 002

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustees' Exhibit 002

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustees' Exhibit 002

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 2/27/2026

To:

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustees' Exhibit 002

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: José Alberto Álvarez Aguirre
Vehicle: 2018 Toyota Tundra
VIN: 5TFEM5F13JX129494
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Trustees' Exhibit 002

Borrower demands proof of secured-party status prior to any repossession activity.

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;

Trustees' Exhibit 002

- Identification of all third-party vendors;
- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

Trustees' Exhibit 002

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustees' Exhibit 002

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I never received formal notification regarding bankruptcy and only learned about it through social media. I stopped making payments after noticing irregularities in my account, including situations where the balance increased instead of decreasing after payments were made.

Trustees' Exhibit 002

Signature: Firmado por: 485965CDEF624D6...
Date: 2/27/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustees' Exhibit 002

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 2/27/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustees' Exhibit 002

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: José Alberto Álvarez Aguirre
Vehículo: 2018 Toyota Tundra
VIN: 5TFEM5F13JX129494
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustees' Exhibit 002

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustees' Exhibit 002

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustees' Exhibit 002

Docusign Envelope ID: 3729BBD5-4696-4E7F-AC05-7B39C6E2XFBD

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustees' Exhibit 002

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Nunca recibí notificación formal sobre la bancarrota y solo me enteré a través de redes sociales. Dejé de realizar pagos después de observar irregularidades en mi cuenta, incluyendo situaciones en las que el saldo aumentaba en lugar de disminuir después de realizar pagos.

Trustees' Exhibit 002

Firma: Firmado por: [signature] 485965CDEF624D6...
Fecha: 2/27/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustees' Exhibit 002

Bumper

2018 TOYOTA TUNDRA

5TFEM5F13JX129494

Last reported mileage 101,775 in 08/2023

Created on 03/03/2026 18:18:03

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 9 sale listings found
- NO recalls found!
- Last reported color: Super White

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$25,125

Retail:	**$20,350**
Clean Trade-in:	**$21,725**
Rough Trade-in:	**$18,675**

Vehicle Specs

General

Made in	SAN ANTONIO, UNITED STATES (USA)	**Type**	TRUCK

Price

MSRP	$35,450	**Invoice Price**	$32,792

Fuel

Fuel Type	G	**Fuel Capacity**	26.40
Highway Mileage	19	**City Mileage**	15

Color

Installed Color	Super White	**Color Code**	040

Trustees' Exhibit 002

Vehicle Details

Engine		**Trim**	SR5
Steering Type		**Anti Brake System**	
Gross Weight	6800 lbs	**Overall Length**	228.90
Overall Height	75.80	**Overall Width**	79.90
Standard Seating	6	**Optional Seating**	

9 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
05/20/2022 A Motors Sales And Finance		N/A	76,520	3
07/23/2018 toyota of boerne		$39,657		10
07/07/2018 toyota of boerne		$34,806		16
06/05/2018 toyota of boerne		$35,306		31
05/21/2018 toyota of boerne		$38,406		8
05/19/2018 toyota of boerne		$44,157		0
04/22/2018 toyota of boerne		$38,906		19
04/03/2018 toyota of boerne		$41,906		18
03/20/2018 toyota of boerne		$38,806		13

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

4 Inspections Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	77,122
N/A	Passed	Safety	61,727
N/A	Passed	Safety	39,450
N/A	Passed	Safety	3

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	08/2018	San Antonio, TX	$36,000	Toyota Of Boerne		Randolph Brooks Cu
#2	Used	07/2022	San Antonio, TX	$35,980	A Motors Sales & Finance	76,922	Capital One Auto Finance
#3	Used	08/2023	San Antonio, TX	$38,199	Tricolor Auto Group San Antonio	101,775	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

4 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
08/2018	Randolph Brooks Cu
07/2022	Capital One Auto Finance
03/2023	Capital One Auto Finance
08/2023	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

⚠ No likely active warranties found!

⚠ 9 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	unlimited miles	24 Months
Rust	unlimited miles	60 Months
Warranty full maintenance	25000 miles	24 months
Warranty anti-corrosion	621387 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty roadside assistance	621388 miles	24 months
Warranty powertrain - M	60000 miles	60 months

Possible Installed Option and Packages

Electronic 6-speed automatic transmission with overdrive	Fabric seat trim	50 state emissions	Siriusxm satellite radio
3.91 axle ratio	4.6l v8 dohc 32v engine with dual vvt-i	6,800 lbs (3,084 kgs) gvwr	Entune audio display am/fm/hd radio with cd player
3-passenger front bench seat	P255/70r18 as bsw tires	18" x 8j styled steel wheels	Security system

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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CONTRATO DE VENTA AL POR MENOR EN CUOTAS DE VEHÍCULOS

Fecha: 06/24/2023

Nombre del comprador: Joas Alvarez
Dirección y teléfono: 6523 Chapel Frst San Antonio TX 78239 (210) 873-3586

Nombre del concomprador: N/A
Dirección y teléfono:

Nombre del concomprador: N/A
Dirección y teléfono:

Nombre del cofirmante:
Dirección y teléfono del cofirmante: N/A

Nombre del vendedor: Tricolor Auto Group
Dirección y teléfono: 2751 SW Military Drive San Antonio TX 78224 (888)448-7426

El comprador se denomina como "yo" o "mí". El vendedor se denomina como "usted" o "su". El vendedor puede transferir este contrato.

PROMESA DE PAGO: Al firmar este contrato, elijo comprar el vehículo a crédito según los términos de este contrato. La Declaración de la Divulgación Federal de Veracidad en Préstamos (TILA, por sus siglas en inglés) que se establecen a continuación ("Declaración TILA"), forma parte de este contrato. Me comprometo a pagar el monto financiado, el cargo financiero y cualquier otro cargo de este contrato. Acepto realizar los pagos de acuerdo con el Calendario de pagos en la Declaración TILA. Si más de una persona firma como comprador, cada uno acepta cumplir todas las promesas de este contrato, aunque los demás no lo hagan. He inspeccionado a fondo, aceptado y aprobado el vehículo en todos los aspectos.

IDENTIFICACION DEL VEHICULO

N.° de inventario	Año, marca, modelo	Número de identificación del vehículo	Número de licencia (si corresponde)	☐ Nuevo ☐ Demostrador ☐ Fábrica oficial/ejec ☒ Usado	Uso principal para el cual se compró ☒Personal, familiar, doméstico ☐Empresarial o comercial ☐Agrícola
P88728	2018 Toyota Tundra	5TFEM5F13JX129494			

Vehículo intercambio: Ano N/A Marco N/A Modelo N/A N. de identificación del vehículo N/A N. de licencia N/A
Vehículo intercambio: Ano N/A Marco N/A Modelo N/A N. de identificación del vehículo N/A N. de licencia N/A

DECLARACION DE LA DIVULGACIONES FEDERAL DE VERACIDAD EN PRESTAMO

TASA PORCENTUAL ANNUAL (APR, por sus siglas en ingles) El costo de mi crédito expresado como tasa anual	CARGO FINANCIERO El monto que me costara el crédito en dólares.	Monto financiado El monto de crédito que se me otorgo a mi o en mi nombre.	Total de pagos El monto que abre pagado después de haber hecho todos los pagos programados.	Monto total e venta El Costo total de mi compra a crédito incluido el pago inicial de: $ 4,700.00
11.38 %	$ 12,647.43	$ 36,221.19	$ 48,868.62	$ 53,568.62

Mi calendario de pagos será:

Numero de pagos	Monto de los pagos	Vencimiento de los pagos
142	$ 343.00	BI-WEEKLY DUE EVERY OTHER SATURDAY BEGINNING 07/15/2023
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
1	$ 162.62	FINAL DUE ON: 12/23/2028

Derecho de garantía: Tendré un derecho de garantía en el vehículo que se compra.
Cargo por mora: ☒ Si esta casilla está marcada, y no recibe mi pago completo dentro de los 15 días siguientes a su vencimiento, pagaré un cargo por mora del 5.00 % del pago programado.
Pago por adelantado: Si pago antes de tiempo, no tendré que pagar una multa.
Información adicional: Me referiré a este documento para obtener información sobre algún pago no realizado, incumplimientos, derechos de garantía, cualquier reembolso requerido en su totalidad antes de la fecha programada, y reembolsos de pagos por adelantados y multas.

Iniciales del comprador: _____

Trustees' Exhibit 002

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JOSÉ ALBERTO ÁLVAREZ AGUIRRE)
Full Name: José Alberto Álvarez Aguirre
Phone Number: 210-873-3986
Email: josealvareza2605@gmail.com
City and State: San Antonio, Texas
Year, Make and Model of Vehicle: Toyota Tundra 2018
VIN Number: 5TFEM5F13JX129494
Approximate Date Vehicle Was Obtained: June 24, 2023

DECLARATION

My name is **José Alberto Álvarez Aguirre**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2018 Toyota Tundra** on or about **June 24, 2023**. I became aware of Tricolor through Facebook based on a recommendation from my brother, who had seen information about the company on social media.

During the purchase process, I was only asked what vehicle I was interested in, whether I had a passport, and how much money I had available for the down payment. In order to obtain the vehicle, I was told that I needed to provide approximately **$4,800**, which I ultimately paid as the down payment.

At the time of purchase, I received a copy of the contract and documents related to the vehicle warranty.

I informed them that I did not speak English; however, all documents were provided only in English. Although the general financing process was explained to me in a basic way, I did not receive any documents in Spanish.

During the process, I was also offered insurance, but I considered it too expensive and with conditions that were not convenient for me.

At the time I received the vehicle, I noticed that it was not in completely optimal condition, as it had some minor cosmetic and mechanical issues. The vehicle was not in condition comparable to a new vehicle.

The only warranty offered to me was coverage for the engine and transmission. I was not offered refinancing, payment reduction, or a vehicle exchange.

During the time I had the vehicle, I did not experience major mechanical problems.

The vehicle payments were approximately **$343 every two weeks**, which I made according to the agreement.

Docusign Envelope ID: 3729BBD5-4696-4E7F-AC05-7B39C6B2AF8D

The license plates and stickers were delivered approximately **one month after the purchase**, and I had to go in person to pick them up.

I learned about the company's bankruptcy through **TikTok**, since I never received a formal notification from Tricolor.

Later, I received a message informing me that the company **Vervent** would be responsible for managing the accounts, approximately **one month after** the bankruptcy process began.

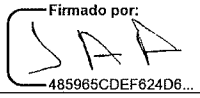
At this time, I do not have clear information about who manages my account or who is responsible for the title of the vehicle.

I attempted to contact Tricolor after learning about the bankruptcy process, but no one answered my calls. I also tried contacting the person who sold me the vehicle, but he told me he could not provide any information.

At this time, I am no longer making payments because I observed irregularities in my account. On several occasions, after making payments, the balance increased instead of decreasing.

Other than the information described above, I have nothing further to add regarding my experience as a customer.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por:  485965CDEF624D6...

Name: José Alberto Álvarez Aguirre

Date: 2/27/2026

Docusign Envelope ID: 3729BBD5-4696-4E7F-AC05-7B39C6594F87

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JOSÉ ALBERTO ÁLVAREZ AGUIRRE)
Nombre completo: José Alberto Álvarez Aguirre
Teléfono: 210-873-3986
Email: josealvareza2605@gmail.com
Ciudad y Estado: San Antonio, Texas
Año, marca y modelo del vehículo: Toyota Tundra 2018
Número VIN: 5TFEM5F13JX129494
Fecha aproximada en que obtuvo el vehículo: 24 de junio de 2023

DECLARACIÓN

Mi nombre es **José Alberto Álvarez Aguirre** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **Toyota Tundra modelo 2018** aproximadamente el **24 de junio de 2023**. Conocí la compañía Tricolor a través de Facebook por recomendación de mi hermano, quien había visto información sobre la empresa en redes sociales.

Durante el proceso de compra únicamente me preguntaron qué vehículo me interesaba, si contaba con pasaporte y cuánto dinero tenía disponible para el pago inicial. Para poder obtener el vehículo me indicaron que debía entregar aproximadamente **$4,800 dólares**, cantidad que finalmente entregué como pago inicial.

Al momento de la compra recibí copia del contrato y documentos relacionados con la garantía del vehículo. Informé que no hablaba inglés; sin embargo, todos los documentos me fueron entregados únicamente en inglés. Aunque el proceso general del financiamiento me fue explicado de manera básica, no recibí documentos en español. Durante el proceso también me ofrecieron un seguro, pero consideré que era demasiado costoso y con condiciones que no eran convenientes para mí.

Al momento de recibir el vehículo noté que no se encontraba completamente en condiciones óptimas, ya que presentaba algunos detalles estéticos y mecánicos menores. El vehículo no estaba en condiciones equivalentes a un vehículo nuevo.

La única garantía que me ofrecieron fue cobertura para el motor y la transmisión. No me ofrecieron refinanciamiento, reducción de pagos ni cambio de vehículo.

Durante el tiempo que tuve el vehículo no presenté problemas mecánicos mayores.

Los pagos del vehículo eran aproximadamente de **$343 dólares cada quince días**, los cuales realicé conforme a lo acordado.

Las placas y stickers del vehículo fueron entregados aproximadamente **un mes después** de la compra, y tuve que acudir personalmente a recogerlas.

Me enteré del proceso de bancarrota de la compañía a través de **TikTok**, ya que nunca recibí una notificación formal por parte de Tricolor. Posteriormente recibí un mensaje informando que la empresa **Vervent** sería la encargada de administrar las cuentas, aproximadamente **un mes después** de iniciado el proceso de bancarrota.

Actualmente no tengo claridad sobre quién administra mi cuenta ni quién es responsable del título del vehículo.

Intenté comunicarme con Tricolor después de enterarme del proceso de bancarrota, pero nadie respondió a mis llamadas. Incluso intenté contactar a la persona que me vendió el vehículo, quien me indicó que no podía proporcionarme información.

Actualmente no continúo realizando pagos, ya que observé irregularidades en mi cuenta. En varias ocasiones, después de realizar pagos, el balance aumentaba en lugar de disminuir.

Fuera de lo anterior, no tengo nada más que agregar sobre mi experiencia como cliente.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: JAA 485985CDEF624D8...

Nombre: José Alberto Álvarez Aguirre

Fecha: 2/27/2026

Case 25-33487-mvl7 Doc 983-3 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 3 Page 1 of 28

DN HYD 690
Five Min



FROM / REMITENTE

Client Name: German Augusto Hoyos Baquero
Address: 1601 W Mac Arthur Blvd Apto 15E
City, State, ZIP: San Ana, CA 922704
Phone: 6577842399
Email: josealvareza2605@gmail.com

RECEIVED
MAR 16 2026
BY:

TO / DESTINATARIO
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340



Trustee's Exhibit 003

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 003

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 003

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 003

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 2/27/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 003

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Germán Augusto Hoyos Baquero
Vehicle: CHEVROLET SILVERADO 2018
VIN: JTDEPMAE7MJ157897
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 003

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 003

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 003

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 003

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

The vehicle was shown to me through photographs before delivery, but when I received it, it was already in poor mechanical and cosmetic condition, including brake problems and visible front-end damage.
I also observed irregularities in my payments, including a duplicate payment recorded without explanation. Despite requesting verification, I did not receive a clear response. The company only provided temporary license plates, and I had to complete the vehicle registration process on my own.

Trustee's Exhibit 003

Signature: Firmado por: C229675E677148E...
Date: 2/27/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 003

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 2/27/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 003

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Germán Augusto Hoyos Baquero
Vehículo: CHEVROLET SILVERADO 2018
VIN: JTDEPMAE7MJ157897
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 003

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 003

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. **DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO**

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. **VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO**

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 003

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 003

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

El vehículo me fue mostrado inicialmente mediante fotografías, pero cuando lo recibí ya se encontraba en mal estado mecánico y estético, incluyendo problemas en los frenos y daños visibles en la parte delantera. También observé irregularidades en mis pagos, incluyendo un pago duplicado registrado sin explicación. A pesar de solicitar verificación, no recibí una respuesta clara. La compañía únicamente proporcionó placas provisionales y tuve que completar personalmente el proceso de registro del vehículo.

Trustee's Exhibit 003

Firma: Firmado por: C229675E677148E...
Fecha: 2/27/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustee's Exhibit 003

Bumper

2021 TOYOTA Corolla

JTDEPMAE7MJ157897

Last reported mileage 42,450 in 08/2024

Created on 03/03/2026 18:03:55

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 10 sale listings found
- NO recalls found!
- Last reported color: Blizzard Pearl

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$18,100

Retail:	**$13,075**
Clean Trade-in:	**$13,950**
Rough Trade-in:	**$11,975**

Vehicle Specs

General

Made in	TOYOTA CITY, JAPAN	**Type**	PASSENGER CAR

Price

MSRP	$20,475	**Invoice Price**	$18,958

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	13.20
Highway Mileage	38	**City Mileage**	30

Color

Installed Color	Blizzard Pearl	**Color Code**	070

Trustee's Exhibit 003

Vehicle Details

Engine		**Trim**	LE
Steering Type		**Anti Brake System**	
Gross Weight		**Overall Length**	182.30
Overall Height	56.50	**Overall Width**	70.10
Standard Seating	5	**Optional Seating**	

10 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
07/02/2024 Ganas Auto		$28,199	42,394	7
06/29/2024 Ganas Auto		$27,899	42,394	2
05/14/2024 Weir Canyon Honda		$20,995	42,365	0
05/14/2024 Weir Canyon Acura		$20,995	42,365	0
05/14/2024 David Wilson		$20,995	42,365	0
02/03/2021 David Wilson		$21,044	5	10
01/08/2021 Toyota Of Orange		$19,900		36
12/13/2020 Toyota Of Orange		$22,044		25
12/13/2020 David Wilson		$21,044		5
12/12/2020 David Wilson		$22,044		0

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

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EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information, then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	03/2021	Porter Ranch, CA	N/A	Toyota Of Orange	6	Toyota Motor Credit Co
#2	Used	08/2024	Santa Ana, CA	N/A	Ganas Auto	42,450	Ganas Auto

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

2 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
03/2021	Toyota Motor Credit Co
08/2024	Ganas Auto

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

9 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months

Trustee's Exhibit 003

Drivetrain	60000 miles	60 Months
Roadside Assistance	unlimited miles	24 Months
Rust	unlimited miles	60 Months
Warranty powertrain - M	60000 miles	60 months
Warranty anti-corrosion	621388 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty roadside assistance	621388 miles	24 months
Warranty full maintenance	25000 miles	24 months

Possible Installed Option and Packages

Carpet mat package	Premium fabric seat trim	50 state emissions	Special color
1.8l i-4 dohc 16-valve engine	Audio radio	Front bucket seats	Continuously variable (cvti-s) transmission
P205/55r16 all-season tires	16" wide vent steel wheels		

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or

other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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CA-103-ARB 10/10/2015

Conditional Sale Contract and Security Agreement

Seller Name and Address
Ganas Auto
525 S Harbor Blvd
Santa Ana CA 92704

Buyer and Co-Buyer Name(s) and Address(es)
GERMAN AUGUSTO HOYOS BAQUERO
[redacted]

Contract No. 265111
Date 07/09/2024

Dealer # _____ ROS# _____ Stock # P131569

Primary use of the vehicle is personal, family, or household use unless otherwise indicated: ☐ Primary use is business, commercial or agricultural purpose.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 4,000.00
16.85 %	$ 13,958.28	$ 26,895.41	$ 40,853.69	$ 44,853.69

Payment Schedule. Your payment schedule is: (e) means estimate

No. of Payments	Amount of Payments	When Payments are Due
137	$ 296.00	BI-WEEKLY BEGINNING 07/27/2024
N/A	$ N/A	N/A
1	$ 301.69	FINAL DUE ON: 10/27/2029
N/A	$ N/A	N/A
N/A	$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.
Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.
Prepayment. If you pay off this Contract early, you will not have to pay a penalty.
Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
USED	2021	Toyota	Corolla	Car	JTDEPMAE7MJ157897	42450

Trade-In Description; Payoff Accuracy; Agreement

Trade-In Vehicle:

2015 (Year) Hyundai (Make) Accent (Model)

104262 (Odometer) KMHCT4AE8FU930070 (VIN)

The payoff amount of your trade-in is shown in 6.B. of the Itemization of Amount Financed on Page 2. We relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the amount shown in 6.B. You understand the payoff amount is an estimate. You agree that if the actual payoff amount is greater than the payoff amount shown in 6.B. you will pay us the difference if we ask for it. If the actual payoff amount is less than the amount shown in 6.B. we will refund to you any overage we receive from your prior lienholder or lessor. Subject to the NOTICE in the "*Owner Agreement*" section of this Contract, any assignee of this Contract will not be obligated to pay the amount shown in 6.B. or any refund.

German Hoyos
Buyer:

N/A
Co-Buyer:

07-10-2024

Important Notices

Seller Assisted Loans.
You may be required to pledge security for the loan. You will be obligated for the installment payments on both this Conditional Sales Contract and the Loan.

Lender on loan _____
Amount $ 0.00 Finance Charge $ N/A
Total $ 0.00 Payable in N/A installments of
$ 0.00 . $ 0.00 of loan proceeds included in item 6.D. of the Itemization of Amount Financed on Page 2.

Auto Broker Fee.
If the Vehicle is new, this transaction is not subject to a fee received by an auto broker from us unless this box is checked:

☐ **Name of auto broker receiving fee:**
N/A

Trustee's Exhibit 003

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF GERMÁN AUGUSTO HOYOS BAQUERO)
Full Name: Germán Augusto Hoyos Baquero
Phone Number: 657-784-2399
Email: baquerogerman81@gmail.com
City and State: Santa Ana, California 92704
Year, Make and Model of Vehicle: Toyota Corolla 2021
VIN Number: JTDEPMAE7MJ157897
Approximate Date Vehicle Was Obtained: September 7, 2024

DECLARATION

My name is **Germán Augusto Hoyos Baquero**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2021 Toyota Corolla** on or about **September 7, 2024**. I learned about Tricolor because I wanted to replace the vehicle I previously owned with a better one, and I was informed that there was a dealership near my residence where I could request information.

When I began the process to obtain the vehicle, I was asked about my income. I informed them that at that time I did not have a job and that I only had the money I had brought from my country in order to make a down payment while I looked for employment. I was told that this would not be a problem and that with only my passport they could finance the vehicle for me.

At the time of the purchase, I was given some documents, and a few days later I received the contract at my home. I was also given a brochure containing information about service locations where I could perform maintenance, the places where payments could be made, and the company's contact numbers.

Regarding the payment terms, I did not receive a clear explanation of the interest rates. I was only told that I would need to make payments of approximately **$296 every two weeks.**

I was also told that after **one year of payments**, I would be able to exchange the vehicle for a better one with fewer miles and refinance the loan. However, I did not reach the point where I could make use of those options.

After receiving the vehicle, I observed that although the title appeared to be clean and the mileage matched the Carfax report, the vehicle was in poor mechanical and cosmetic condition. The braking system had problems, and the front part of the vehicle had visible damage as if it had previously been involved in a collision.

I continued making my payments on time, but later I began receiving messages requesting that I return calls to different phone numbers without being provided with clear information.

I have observed irregularities in my payments, since sometimes the payments do not appear to be properly applied, and on one occasion a double payment was recorded. I requested verification of the payments I had made, but I did not receive a clear response or any follow-up.

For the purchase of the vehicle, I traded in my previous vehicle as part of the down payment for approximately **$3,500**, in addition to **$1,500 in cash.**

The company did not provide permanent license plates, only temporary plates, so I had to personally complete the registration process and obtain the license plates myself.

The vehicle has never been repossessed.

During my experience as a customer, I was unable to obtain repairs for the vehicle even though I was told that the vehicle would be repaired. The vehicle was initially shown to me through photographs, and when it was delivered it was already in poor condition, but the contract had already been signed.

At this time, I do not have clear information about who holds the title to the vehicle, who manages my debt, or who will be responsible for the loan.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: C229675E677148E...

Name: Germán Augusto Hoyos Baquero

Date: 2/27/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE GERMÁN AUGUSTO HOYOS BAQUERO)
Nombre completo: Germán Augusto Hoyos Baquero
Teléfono: 657-784-2399
Email: baquerogerman81@gmail.com
Ciudad y Estado: Santa Ana, California 92704
Año, marca y modelo del vehículo: Toyota Corolla 2021
Número VIN: JTDEPMAE7MJ157897
Fecha aproximada en que obtuvo el vehículo: 7 de septiembre de 2024

DECLARACIÓN

Mi nombre es **Germán Augusto Hoyos Baquero** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí un **Toyota Corolla modelo 2021** aproximadamente el **7 de septiembre de 2024**. Me enteré de la existencia de Tricolor porque quería cambiar el vehículo que tenía por uno mejor, y me informaron que cerca de mi residencia había un concesionario donde podía solicitar información.

Cuando inicié el proceso para obtener el vehículo me preguntaron sobre mis ingresos. Les informé que en ese momento no tenía trabajo y que contaba únicamente con el dinero que había traído de mi país para poder dar el enganche mientras conseguía empleo. Me indicaron que no había ningún problema y que con solo presentar mi pasaporte podían financiarme el vehículo.

Me entregaron algunos documentos al momento de la compra y posteriormente recibí el contrato en mi casa. También me entregaron un folleto con información sobre los talleres donde podía hacer mantenimiento, los lugares donde podía realizar pagos y los números de contacto de la compañía.

Respecto a los términos de pago, no recibí una explicación clara sobre las tasas de interés. Únicamente me indicaron que debía pagar aproximadamente **$296 dólares cada quince días.** También me indicaron que después de **un año de pagos** podría cambiar el vehículo por uno mejor con menos millas y que podría refinanciar el crédito. Sin embargo, no alcancé a hacer uso de esas opciones.

Al recibir el vehículo observé que, aunque el título aparecía como limpio y las millas coincidían con el reporte Carfax, el vehículo se encontraba en mal estado mecánico y estético. El sistema de frenos presentaba problemas y en la parte delantera del vehículo había daños visibles como si hubiera sido golpeado anteriormente.

Después de enterarme de la bancarrota, continué realizando mis pagos puntualmente, pero posteriormente comencé a recibir mensajes solicitando que devolviera llamadas a diferentes números sin que me proporcionaran información clara. He observado irregularidades en los pagos,

ya que en ocasiones los descuentos no se reflejan correctamente y en una oportunidad se registró un pago doble. Solicité que verificaran los pagos realizados, pero no recibí una respuesta clara ni seguimiento posterior.

Para la compra del vehículo entregué mi vehículo anterior como parte del enganche por aproximadamente **$3,500 dólares**, además de **$1,500 dólares adicionales en efectivo.** La compañía no me entregó placas definitivas, únicamente placas provisionales, por lo que tuve que realizar personalmente el proceso de registro y obtención de placas.

Durante mi experiencia como cliente no pude obtener reparación del vehículo, a pesar de que me indicaron que lo arreglarían. El vehículo me fue mostrado inicialmente mediante fotografías y cuando me lo entregaron ya se encontraba en mal estado, pero el contrato ya había sido firmado.

Actualmente no tengo información clara sobre quién tiene el título del vehículo, quién administra mi deuda o quién responderá por el préstamo.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: C229675E677148E... _____

Nombre: Germán Augusto Hoyos Baquero

Fecha: 2/27/2026 _____

Case 25-33487-mvl7 Doc 983-4 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 4 Page 1 of 30

DN 788



FROM / REMITENTE

Client Name: Sergio Lobato Carrillo
Address: 317 W 8th Ave Unidad D
City, State, ZIP: Mesa AZ 85210
Phone: 4806670108
Email: sergiocarillo0108@gmail.com

TO / DESTINATARIO

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

RECEIVED
MAR 16 2026
BY:_____



Trustee's Exhibit 004

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 004

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 004

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 004

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 004

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Sergio Lobato Carrillo
Vehicle: 2018 Chevy Silverado
VIN: 3GCPCRECXJG564331
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 004

Docusign Envelope ID: 676F922D-7051-4B8A-A321-96DDCB0481E5

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 004

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 004

Docusign Envelope ID: 676F922D-7051-4B8A-A321-96DDCB6461E5

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 004

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I was told that if I fell behind on payments, the missed payments could be moved to the end of the contract, which influenced my decision to obtain the vehicle.

I was informed that the documentation for the license plates would be mailed to me, but I never received it. I was only given temporary plates, and when they expired the vehicle could no longer be used.

After learning about the bankruptcy, I requested a copy of my contract and an audit of my payments, but I was told that this information could not be provided.

I attempted to contact the person who assisted me with the purchase of the vehicle, but I was blocked and was unable to obtain further assistance.

Trustee's Exhibit 004

Signature: Firmado por: 50BA040D806B4B3...
Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 004

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 004

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Sergio Lobato Carrillo
Vehículo: 2018 Chevy Silverado
VIN: 3GCPCRECXJG564331
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

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Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

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• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 004

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 004

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Se me indicó que si me atrasaba en los pagos estos podrían moverse al final del contrato, lo cual influyó en mi decisión de obtener el vehículo. Se me informó que la documentación para las placas sería enviada por correo, pero nunca la recibí. Únicamente me entregaron placas temporales y cuando estas vencieron el vehículo quedó sin poder utilizarse.

Después de enterarme de la bancarrota solicité copia de mi contrato y una auditoría de los pagos realizados, pero me informaron que esa información no podía ser proporcionada.

Intenté comunicarme con la persona que me ayudó con la compra del vehículo, pero me bloqueó y no pude obtener más ayuda.

Trustee's Exhibit 004

Firma: Firmado por: 59BA049D806B483...
Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

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Bumper

2018 CHEVROLET Silverado

3GCPCRECXJG564331

Last reported mileage 108,314 in 07/2025

Created on 03/03/2026 17:33:09

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- 1 accident reported
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 50 sale listings found
- NO recalls found!
- Last reported color: Black

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$21,525

Retail:	**$17,375**
Clean Trade-in:	**$18,675**
Rough Trade-in:	**$15,775**

Vehicle Specs

General

Made in	SILAO, MEXICO	**Type**	TRUCK

Price

MSRP	$39,700	**Invoice Price**	N/A

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	
Highway Mileage	24 miles/gallon	**City Mileage**	18 miles/gallon

Color

Installed Color	Black	**Color Code**	GBA

Trustee's Exhibit 004

Vehicle Details

Engine		**Trim**	LT
Steering Type		**Anti Brake System**	
Gross Weight	7400 lbs	**Overall Length**	230 inches
Overall Height	74.2 inches	**Overall Width**	80 inches
Standard Seating	6	**Optional Seating**	

⚠ 50 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
07/09/2025 Tricolor Auto - Lbj Fwy		$33,699	108,314	0
03/11/2022 Gosch Ford Escondido		$36,996	51,921	2
03/10/2022 Gosch Ford Hemet		$36,996	51,921	2
03/09/2022 Escondido Auto Park		$36,996	51,921	4
03/09/2022 Gosch Hyundai		$36,996	51,921	3
03/09/2022 Gosch Chevrolet		$36,996	51,921	3
03/09/2022 Gosch Ford Temecula		$36,996	51,921	3
03/08/2022 Gosch Ford Escondido		N/A	51,921	1
03/08/2022 Gosch Toyota		$36,996	51,921	4
03/08/2022 Gosch Auto Group		$36,996	51,921	4
03/07/2022 Gosch Chevrolet		N/A	51,921	1
03/07/2022 Gosch Hyundai		N/A	51,921	1
03/07/2022 Gosch Ford Hemet		N/A	51,921	2
03/07/2022 Gosch Ford Temecula		N/A	51,921	1
03/07/2022 Escondido Auto Park		N/A	51,921	1
03/06/2022 Gosch Toyota		N/A	51,921	1

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03/06/2022 Gosch Auto Group	N/A	51,921	1
01/07/2021 Gosch Ford Escondido	N/A	34,046	0
01/02/2021 Gosch Ford Temecula	$32,993	34,046	5
01/02/2021 Gosch Ford Hemet	$32,993	34,046	5
01/02/2021 Gosch Hyundai	$32,993	34,046	5
01/02/2021 Gosch Toyota	$32,993	34,046	4
01/01/2021 Gosch Chevrolet	$32,993	34,046	5
01/01/2021 Gosch Ford Escondido	$32,993	34,046	5
12/31/2020 Gosch Auto Group	$32,993	34,046	5
12/25/2020 Gosch Hyundai	$33,996	34,046	7
12/24/2020 Gosch Toyota	$33,996	34,046	8
12/24/2020 Gosch Ford Hemet	$33,996	34,046	8
12/24/2020 Gosch Ford Temecula	$33,996	34,046	8
12/24/2020 Gosch Chevrolet	$33,996	34,046	7
12/24/2020 Gosch Ford Escondido	$33,996	34,046	7
12/23/2020 Gosch Auto Group	$33,996	34,046	7
12/16/2020 Gosch Ford Escondido	$34,519	34,046	7
12/16/2020 Gosch Toyota	$34,519	34,046	7
12/16/2020 Gosch Hyundai	$34,519	34,046	8
12/15/2020 Gosch Chevrolet	$34,519	34,046	8
12/15/2020 Gosch Ford Hemet	$34,519	34,046	8
12/15/2020 Gosch Ford Temecula	$34,519	34,046	8
12/15/2020 Gosch Auto Group	$34,519	34,046	7

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11/22/2020 Gosch Hyundai	$35,195	34,046	23
11/22/2020 Gosch Ford Hemet	$35,195	34,046	22
11/21/2020 Gosch Ford Escondido	$35,195	34,046	24
11/21/2020 Gosch Toyota	$35,195	34,046	24
11/21/2020 Gosch Auto Group	$35,195	34,046	23
11/21/2020 Gosch Chevrolet	$35,195	34,046	23
11/21/2020 Gosch Ford Temecula	$35,195	34,046	23
11/04/2020 Gosch Hyundai	$37,996	34,046	17
11/03/2020 Gosch Ford Escondido	$37,996	34,046	17
11/03/2020 Gosch Ford Hemet	$37,996	34,046	17
11/03/2020 Gosch Auto Group	$37,996	34,046	17

1 Possible Accident Reported

Date	Damage severity	Impact area	Source name	Source location	Source phone
N/A				CA	

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

2 Inspections Reported

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Date	Overall Inspection Report	Type	Odometer
03/04/2022	Passed	N/A	52,249
10/28/2020	Passed	N/A	34,046

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	02/2019	Murrieta, CA	N/A	Paradise Chevrolet Cadillac		Citizens Bank New Hampshire
#2	Used	02/2021	Escondido, CA	N/A	Gosch Ford Escondido	34,198	Capital One Auto Finance

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

3 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
02/2019	Citizens Bank New Hampshire
02/2021	Capital One Auto Finance
04/2022	Westlake Financial

1 Possible Impound Reported

Date	State
2022-12-15	CA

No exports found!

No recalls found!

No likely active warranties found!

5 Possible Expired Warranties Reported

Type	Miles	Months
Warranty roadside assistance	100000 miles	60 months
Warranty anti-corrosion	100000 miles	72 months

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Warranty full maintenance	24000 miles	24 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty powertrain - M	100000 miles	60 months

Possible Installed Option and Packages

Preferred equipment group 1lt	Power windows with driver express up	Rear 60/40 folding bench seat (folds up)	Remote locking tailgate
Chevrolet connected access	Deep-tinted glass	Remote keyless entry	40/20/40 front split bench seat
Rear wheelhouse liners	Color-keyed carpeting with rubberized vinyl floor mats	Body color bodyside moldings	Bluetooth for phone
7,400 lbs (3,357 kgs) gvwr	Body-color door handles	Auto-dimming inside rearview mirror	Driver and front passenger illuminated vanity mirrors
Body-color mirror caps	Black power-adjustable heated outside mirrors	Heavy-duty rear locking differential	3.73 rear axle ratio
Am/fm 8" diagonal color touch screen radio	Integrated trailer brake controller	150 amp alternator	Auxiliary external transmission oil cooler
5.3l ecotec3 v8 engine	Electronic 6-speed automatic transmission with overdrive	Manual tilt wheel steering column	Max trailering package
Leather wrapped steering wheel with cruise controls	Ez lift and lower tailgate	P275/55r20 as bw tires	Enhanced cooling radiator
P265/70r17 as bw spare tire	20" x 9" polished-aluminum wheels	Increased rgawr	Heavier duty rear springs
Heavy duty suspension	Cloth seat trim	Single slot cd/mp3 player	Siriusxm satellite radio
Hd radio	4.2" diagonal color display driver info center	Onstar and chevrolet connected services capable	Steering wheel audio controls
6 speaker audio system	Chrome grille surround	Front chrome bumper	720 cca/80 amp-hr maintenance free hd battery
Rear chrome bumper	Chevrolet with 4g lte	Fleet customer powertrain limited warranty	Trailering package

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently,

the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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PURCHASE AGREEMENT

Buyer Name: SERGIO LOBATO CARRILLO
Address & Phone: [redacted] (480) 667-0108
Co-Buyer Name:
Address & Phone: N/A
Co-Buyer Name:
Address & Phone: N/A
Dealer Name: Tricolor Auto
Address & Phone: 1426 W. Broadway Rd Mesa AZ 85202 (888)448-7426

These definitions apply to this Agreement. "Dealer," "us," "our," and "we" mean or refer to the Dealer named in this Agreement and who becomes a party to this Agreement by accepting it. "Buyer," and "you" mean or refer to the party identified as such above. "Vehicle" is the vehicle or chassis that is the subject of this Agreement. "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

Vehicle Description. You hereby purchase from us, under the terms and conditions specified, the following vehicle:

Stock Number	Year	Make	Model	Body
T185145	2018	Chevrolet	Silverado 1500	Truck
Mileage	**Tag Number**	**New/Used**	**VIN**	**Color**
108384		USED	3GCPCRECXJG564331	Black

Optional Accessories

In disclosing the mileage and/or odometer reading of this Vehicle to you, we have relied in good faith on written information as to the mileage and/or odometer reading of the Vehicle supplied by the prior owner of the Vehicle and/or a statement of mileage that appears on the title certificate of the Vehicle issued by the state in which the vehicle was last registered.

TRADE INFO

Year	Make	Model
N/A	N/A	N/A
VIN	**Stock #**	**Mileage**
N/A	N/A	N/A

TRADE INFO

Year	Make	Model
N/A	N/A	N/A
VIN	**Stock #**	**Mileage**
N/A	N/A	N/A

LIEN PAYOFF AND LIENHOLDER INFORMATION

Payoff Amount	N/A
Payoff Good Thru	
Payoff To	N/A
Payoff Address	N/A
Payoff City	N/A
Payoff State	N/A
Payoff Zip	N/A
Lienholder Name	Tricolor Auto Group
Lienholder Address	6021 Connection Dr. 4th Floor
Lienholder City	Irving
Lienholder State	TX
Lienholder Zip	75039
Lien Date	07/09/2025

By initialing below, you represent and warrant with regard to any trade in:

S L C1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced.

S L C2. The vehicle(s) has not been designated a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt and/or reconditioned title, and has not been exposed to flood damage.

ITEMIZATION

Cash Price of Vehicle	$	33,699.00
Accessories	$	0.00
Sales Tax	$	1,887.14
N/A	$	0.00
Title Fee	$	15.71
License Fee	$	198.95
Inspection Fee	$	17.00
N/A	$	0.00
Document Fee	$	429.00
TOTAL CASH PRICE	$	36,246.80
Credit Insurance	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
Trade-In Amount	$	0.00
Trade-In Payoff Amount	$	0.00
Customer Cash Back	$	0.00
Cash Down Payment	$	3,150.00
Other Down Payment (Describe)	$	0.00
Deferred Down Payment	$	0.00
TOTAL DOWN PAYMENT	$	3,150.00
UNPAID BALANCE	$	33,096.80

THE SELLER HEREBY WARRANTS THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO $25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

1. _____ 2. _____ 3. _____

x _____ Buyer Signs

x N/A Co-Buyer Signs

x N/A Co-Buyer Signs

Trustee's Exhibit 004

Docusign Envelope ID: 676F922D-7051-4B8A-A321-96DDCB0461E8

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF SERGIO LOBATO CARRILLO)
Full Name: Sergio Lobato Carrillo
Phone Number: 480-667-0108
Email: sergiocarillo0108@gmail.com
City and State: Mesa, Arizona
Year, Make and Model of Vehicle: Chevy Silverado 2018
VIN Number: 3GCPCRECXJG564331
Approximate Date Vehicle Was Obtained: July 9, 2025

DECLARATION

My name is **Sergio Lobato Carrillo**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2018 Chevy Silverado** on or about **July 9, 2025**. I became aware of Tricolor after receiving text messages offering the possibility of obtaining a financed vehicle.

At the time I obtained the vehicle, I was given copies of documents related to the contract and the down payment, as well as instructions regarding the payment process.

During the application process, I was asked whether I had a job or income. I explained that my work was not consistent and that some months I had income and other months I did not. I was told that this would not be a problem and that if I fell behind on payment it could be moved to the end of the contract.

Regarding the contract, I was only told that it could not be canceled because Tricolor acted as its own bank.

The only warranty I received was a **one-year transmission warranty.**

After receiving the vehicle, I noticed problems. Approximately one week later, I observed that the driver-side fender had been replaced and that the paint was deteriorating. This made me believe that the vehicle had previously been involved in an accident, even though I had been told that it had a clean title.

I was later told that the documentation for the license plates would be mailed to me, but I never received anything. I was only given temporary plates. When those plates expired, the vehicle could no longer be used.

I attempted to contact the person who assisted me with the purchase, but I was blocked and did not receive further assistance.

After learning about the company's bankruptcy process, I requested a copy of my contract and an audit of my payments, but I was told that they could not provide that information.

At the time of purchase, I was told that I needed to obtain insurance. I was informed that if I did not place the insurance in my name, they would charge me for it directly, and I was eventually charged for that insurance.

The down payment was approximately **$3,150.**

During the payment process, I noticed irregularities. I was told that my payment would be approximately **$374**, but on one occasion more than **$400** was withdrawn, including the cost of the insurance, without having been clearly explained beforehand.

The vehicle has never been repossessed.

I have also received repeated messages stating that I must continue making payments and, in some cases, indicating that I could have problems with the State if I did not pay, which made me feel pressured.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: 59BA049D806B4B3...

Name: Sergio Lobato Carrillo

Date: 3/2/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE SERGIO LOBATO CARRILLO)
Nombre completo: Sergio Lobato Carrillo
Teléfono: 480-667-0108
Email: sergiocarillo0108@gmail.com
Ciudad y Estado: Mesa, Arizona
Año, marca y modelo del vehículo: Chevy Silverado 2018
Número VIN: 3GCPCRECXJG564331
Fecha aproximada en que obtuvo el vehículo: 9 de julio de 2025

DECLARACIÓN

Mi nombre es **Sergio Lobato Carrillo** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **Chevy Silverado modelo 2018** aproximadamente el **9 de julio de 2025**. Conocí la compañía Tricolor porque recibía mensajes de texto ofreciéndome la posibilidad de obtener un vehículo financiado.

Al momento de adquirir el vehículo me entregaron copias de los documentos relacionados con el contrato y el pago inicial, así como instrucciones sobre los pagos. Durante el proceso me preguntaron si tenía trabajo o ingresos. Les expliqué que mi trabajo no era constante y que algunos meses tenía ingresos y otros meses no. Me indicaron que esto no era un problema y que si me atrasaba en algún pago podrían moverlo para el final del contrato.

Sobre el contrato únicamente me indicaron que no podía cancelarlo porque Tricolor actuaba como su propio banco.

La única garantía que recibí fue una garantía de **un año para la transmisión**.

Después de recibir el vehículo comencé a notar problemas. Aproximadamente una semana después observé que la salpicadera del lado del conductor había sido reemplazada y que la pintura estaba deteriorada. Esto me hizo pensar que el vehículo había sido chocado anteriormente, aunque me habían indicado que tenía título limpio.

Posteriormente me informaron que me enviarían la documentación para las placas del vehículo, pero nunca recibí nada. Únicamente me entregaron placas temporales. Cuando estas placas se vencieron el vehículo quedó sin poder utilizarse. Intenté comunicarme con la persona que me ayudó con la compra del vehículo, pero me bloqueó y no volví a recibir ayuda.

Después de enterarme del proceso de bancarrota solicité copia de mi contrato y una auditoría de los pagos realizados, pero me informaron que no podían proporcionarme esa información.

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Al momento de la compra me indicaron que debía adquirir un seguro. Me dijeron que si no lo colocaba a mi nombre ellos me lo cobrarían directamente, por lo que finalmente me cobraron el seguro. El pago inicial fue aproximadamente de **$3,150 dólares.**

Durante el proceso de pagos observé irregularidades, ya que se me indicó que debía pagar aproximadamente **$374 dólares**, pero en una ocasión me retiraron más de **$400 dólares**, incluyendo el costo del seguro sin haberme explicado previamente que sería descontado de esa manera.

También he recibido mensajes insistiendo en que debo continuar realizando pagos y en algunos casos indicándome que podría tener problemas con el Estado si no pagaba, lo cual me hizo sentir presionado.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: 59BA049D806B4B3... _____

Nombre: Sergio Lobato Carrillo

Fecha: 3/2/2026 _____

Case 25-33487-mvl7 Doc 983-5 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 5 Page 1 of 30

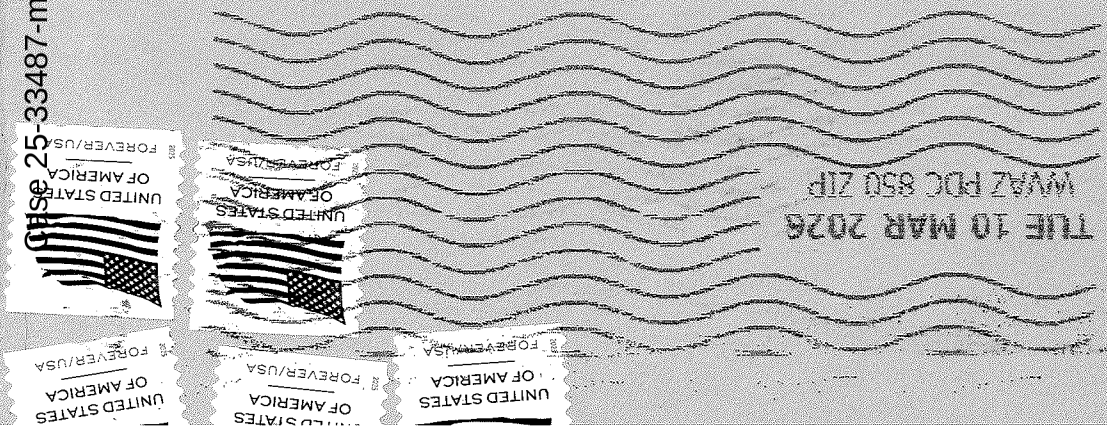
DN 676
Live Mtn

RECEIVED
MAR 16 2026
BY:

FROM / REMITENTE

Client Name: Yosvanys García Díaz
Address: PO Box 1004
City, State, ZIP: Jal, New Mexico 88252
Phone: 5754085832
Email: garciayosvanys3@gmail.com

TO / DESTINATARIO
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340



Trustee's Exhibit 005

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 005

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 005

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 005

Docusign Envelope ID: 873E7A68-387E-4648-A826-67B8D92344F6

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/3/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 005

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Yosvanys García Díaz
Vehicle: 2021 Ford F-150
VIN: 1FTEW1EP9MFA60071
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 005

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 005

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 005

Docusign Envelope ID: 873E7A68-387E-4648-A826-67B8D92344F6

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 005

Docusign Envelope ID: 873E7A68-387E-4648-A826-67B8D92544F6

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

At the time of purchase, I was only provided with a partial copy of the contract. I was told that the remaining documents would be mailed to me, but they were never sent.
I was told that after making payments for 18 months I would be able to refinance the vehicle to reduce the interest rate, but this never occurred due to the bankruptcy process.
I was charged for 12 payments of $430 even though I had been told that only 10 payments would be required.
When I took the vehicle to the repair shop associated with the company, I did not receive any receipts or documentation for the repairs.
I attempted to contact the company several times to understand how my payments were being applied, and I was told that a loan specialist would contact me, but I never received a response.

Trustee's Exhibit 005

Docusign Envelope ID: 873E7A68-387E-4648-A826-67B8D92544F6

Signature: Signed by: F7DA1C78CE484DA...
Date: 3/3/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 005

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/3/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 005

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Yosvanys García Díaz
Vehículo: 2021 Ford F-150
VIN: 1FTEW1EP9MFA60071
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 005

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 005

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 005

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 005

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Al momento de la compra únicamente recibí una copia parcial del contrato. Se me indicó que el resto de los documentos sería enviado por correo, pero nunca fueron enviados.
Se me indicó que después de realizar pagos durante 18 meses podría refinanciar el vehículo para reducir el interés, pero esto nunca ocurrió debido al proceso de bancarrota.
Se me cobraron 12 pagos de $430 dólares aun cuando se me había indicado que solo serían necesarios 10 pagos.
Cuando llevé el vehículo al taller asociado con la compañía no recibí recibos ni documentación relacionada con las reparaciones.
Intenté comunicarme con la compañía en varias ocasiones para entender cómo se estaban aplicando mis pagos, y me indicaron que un especialista en préstamos se comunicaría conmigo, pero nunca recibí respuesta.

Trustee's Exhibit 005

Firma: Signed by: _____
F7BA1C70CE484DA...
Fecha: 3/3/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Bumper

2021 FORD F-150

1FTEW1EP9MFA60071

Last reported mileage 57,240 in 11/2024

Created on 03/04/2026 16:15:22

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 50 sale listings found
- NO recalls found!
- Last reported color: Velocity Blue Metallic

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$32,550

Retail:	**$27,325**
Clean Trade-in:	**$28,750**
Rough Trade-in:	**$25,575**

Vehicle Specs

General

Made in	DEARBORN, UNITED STATES (USA)	**Type**	TRUCK

Price

MSRP	$51,330	**Invoice Price**	$47,994

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	26.00
Highway Mileage	24	**City Mileage**	19

Color

Installed Color	Velocity Blue Metallic	**Color Code**	E7

Trustee's Exhibit 005

Vehicle Details

Engine		**Trim**	XL
Steering Type		**Anti Brake System**	
Gross Weight	6600 lbs	**Overall Length**	231.70
Overall Height	77.20	**Overall Width**	79.90
Standard Seating	6	**Optional Seating**	

50 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
09/15/2023 Auctioncarz		$36,966	40,230	0
08/29/2023 Lawrence Hall Ford		$38,900	40,206	21
08/23/2023 Lawrence Hall Ford		N/A	40,206	5
08/01/2023 Phil Long Lincoln - Motor City		N/A	26,373	0
08/01/2023 Phil Long Kia Of Colorado Springs		N/A	26,373	0
08/01/2023 Ev Outlet		N/A	26,373	0
08/01/2023 Phil Long Dealerships		N/A	26,373	0
08/01/2023 Phil Long Valucar		N/A	26,373	0
08/01/2023 Daniels Long Chevrolet		N/A	26,373	0
08/01/2023 Phil Long Ford Of Denver		N/A	26,373	0
08/01/2023 Genesis Of Colorado Springs		N/A	26,373	0
08/01/2023 Phil Long Ford Of Chapel Hills		N/A	26,373	0
08/01/2023 Phil Long Glenwood Springs Subaru		N/A	26,373	0
08/01/2023 Phil Long Ford Of Trinidad		N/A	26,373	0
07/31/2023 Phil Long Chrysler Dodge Jeep Ram		N/A	26,373	0
07/31/2023 Phil Long Ford Of Raton		N/A	26,373	0

Trustee's Exhibit 005

07/31/2023 Phil Long Hyundai Of Chapel Hills	N/A	26,373	0
07/27/2022 Stanley Ford Eastland	$45,998	14,712	0
07/27/2022 Stanley Cdjr Brownwood	$45,998	14,712	0
07/27/2022 Stanley Ford Mcgregor	$45,998	14,712	0
07/27/2022 Stanley Ford Brownfield	$45,998	14,712	0
07/26/2022 Stanley Cdjr Gilmer	$44,995	14,712	0
07/14/2022 Stanley Ford Gilmer	$45,995	14,712	12
07/14/2022 Stanley Ford Andrews	$45,995	14,712	12
07/14/2022 Stanley Chrysler Dodge Jeep Ram Brownfield	$45,995	14,712	12
07/14/2022 Stanley Ford Pilot Point	$45,995	14,712	12
07/14/2022 Stanley Auto Group	$45,995	14,712	12
07/14/2022 Stanley Ford Eastland	$45,995	14,712	12
07/14/2022 Stanley Cdjr Brownwood	$45,995	14,712	12
07/14/2022 Stanley Ford Mcgregor	$45,995	14,712	12
07/14/2022 Stanley Ford Brownfield	$45,995	14,712	12
07/13/2022 Stanley Cdjr Gilmer	$45,995	14,712	12
07/08/2022 Stanley Ford Gilmer	$46,500	14,712	5
07/08/2022 Stanley Ford Andrews	$46,500	14,712	5
07/08/2022 Stanley Chrysler Dodge Jeep Ram Brownfield	$46,500	14,712	5
07/08/2022 Stanley Ford Pilot Point	$46,500	14,712	5
07/08/2022 Stanley Auto Group	$46,500	14,712	5
07/08/2022 Stanley Cdjr Brownwood	$46,500	14,712	5
07/08/2022 Stanley Ford Eastland	$46,500	14,712	5

Trustee's Exhibit 005

07/08/2022 Stanley Ford-mcgregor	$46,500	14,712	5
07/08/2022 Stanley Ford Brownfield	$46,500	14,712	5
07/08/2022 Stanley Cdjr Gilmer	$46,500	14,712	4
07/02/2022 Stanley Ford Gilmer	$46,995	14,712	5
07/02/2022 Stanley Cdjr Gilmer	$46,995	14,712	5
07/02/2022 Stanley Ford Andrews	$46,995	14,712	5
07/02/2022 Stanley Chrysler Dodge Jeep Ram Brownfield	$46,995	14,712	5
07/02/2022 Stanley Ford Pilot Point	$46,995	14,712	5
07/02/2022 Stanley Auto Group	$46,995	14,712	5
07/02/2022 Stanley Ford Eastland	$46,995	14,712	5
07/02/2022 Stanley Cdjr Brownwood	$46,995	14,712	5

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

1 Inspection Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	12,217

Trustee's Exhibit 005

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	04/2021	Colorado Springs, CO	$33,699	Phil Long Ford Of Motor City		Ent Cu
#2	Used	08/2022	Abilene, TX	$47,194	Stanley Ford Sweetwater	14,712	Wells Fargo Bank
#3	Used	01/2024	Seminole, TX	$46,699	Tricolor Auto Group Odessa	40,290	Tricolor Auto Group
#4	Used	11/2024	Jal, NM	N/A	Unidentified Seller	57,240	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

4 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
04/2021	Ent Cu
08/2022	Wells Fargo Bank
01/2024	Tricolor Auto Group
11/2024	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

8 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Rust	unlimited miles	60 Months
Warranty roadside assistance	60000 miles	60 months

Trustee's Exhibit 005

Warranty powertrain - M	60000 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty anti-corrosion	621388 miles	60 months

Possible Installed Option and Packages

Equipment group 101a high	145" wheelbase	Front license plate bracket	Color-coordinated carpet with carpeted floor mats
50 state emissions	Electronic 10-speed automatic transmission	Cruise control	Trailer tow package
Class iv trailer hitch receiver	Rear window defroster	Fog lamps	Stx appearance package
Body-color surround with black mesh insert grille	Manual driver/passenger lumbar	Driver/passenger seat back pocket	Tailgate step with tailgate work surface
18" 6-spoke machined-aluminum wheels	Integrated trailer brake controller	Reverse sensing system	Box side decals
Body-color front and rear bumpers	Rear window fixed privacy glass	2.7l v6 ecoboost engine	Unique sport cloth 40/console/40 front-seats
6,600 lbs payload package gvwr	Pro trailer backup assist	Am/fm stereo with 6 speakers	Sync 4
275/65r18 owl a/t tires	Electronic locking with 3.55 axle ratio		

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are

strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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Fecha: 12/02/2023

CONTRATO DE VENTA AL POR MENOR EN CUOTAS DE VEHÍCULOS

Nombre del comprador: YORVANIS GARCIA
Dirección y teléfono: [redacted]
Nombre del cocomprador: N/A
Dirección y teléfono:
Nombre del cocomprador: N/A
Dirección y teléfono:
Nombre del cofirmante:
Dirección y teléfono del cofirmante: N/A
Nombre del vendedor: Tricolor Auto Group
Dirección y teléfono: 2346 E. 8th St. Odessa TX 79761 (888)448-7426

El comprador se denomina como "yo" o "mi". El vendedor se denomina como "usted" o "su". El vendedor puede transferir este contrato.

PROMESA DE PAGO: Al firmar este contrato, elijo comprar el vehículo a crédito según los términos de este contrato. La Declaración de la Divulgación Federal de Veracidad en Préstamos (TILA, por sus siglas en inglés) que se establecen a continuación ("Declaración TILA"), forma parte de este contrato. Me comprometo a pagar el monto financiado, el cargo financiero y cualquier otro cargo de este contrato. Acepto realizar los pagos de acuerdo con el Calendario de pagos en la Declaración TILA. Si más de una persona firma como comprador, cada uno acepta cumplir todas las promesas de este contrato, aunque los demás no lo hagan. He inspeccionado a fondo, aceptado y aprobado el vehículo en todos los aspectos.

IDENTIFICACION DEL VEHICULO

N.° de inventario	Año, marca, modelo	Número de identificación del vehículo	Número de licencia (si corresponde)	☐ Nuevo ☐ Demostrador ☐ Fábrica oficial/ejec ☒ Usado	Uso principal para el cual se compró ☒Personal, familiar, doméstico ☐Empresarial o comercial ☐Agrícola
P104069	2021 FORD F-150	1FTEW1EP9MFA60071			

Vehículo intercambio: Año N/A Marca N/A Modelo N/A N. de identificación del vehículo N/A N. de licencia N/A
Vehículo intercambio: Año N/A Marca N/A Modelo N/A N. de identificación del vehículo N/A N. de licencia N/A

DECLARACION DE LA DIVULGACIONES FEDERAL DE VERACIDAD EN PRESTAMO

TASA POCENTUAL ANNUAL (APR, por sus siglas en ingles) El costo de mi crédito expresado como tasa anual.	CARGO FINANCIERO El monto que me costara el crédito en dólares.	Monto financiado El monto de crédito que se me otorgo a mi o en mi nombre.	Total de pagos El monto que abre pagado después de haber hecho todos los pagos programados.	Monto total e venta El Costo total de mi compra a crédito incluido el pago inicial de:
11.13 %	$ 16,109.11	$ 43,471.09	$ 59,580.20	$ 6,500.00 $ 66,080.20

Mi calendario de pagos será:

Numero de pagos	Monto de los pagos	Vencimiento de los pagos
10	$ 430.00	BI-WEEKLY DUE EVERY OTHER SATURDAY BEGINNING 12/23/2023
145	$ 380.00	BI-WEEKLY DUE EVERY OTHER SATURDAY BEGINNING 05/11/2024
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
1	$ 180.20	FINAL DUE ON: 12/01/2029

Derecho de garantía: Tendrá un derecho de garantía en el vehículo que se compra.
Cargo por mora: ☒ Si esta casilla está marcada, y no recibe mi pago completo dentro de los 15 días siguientes a su vencimiento, pagaré un cargo por mora del 5.00 % del pago programado.
Pago por adelantado: Si pago antes de tiempo, no tendré que pagar una multa.
Información adicional: Me referiré a este documento para obtener información sobre algún pago no realizado, incumplimientos, derechos de garantía, reembolso requerido en su totalidad antes de la fecha programada, y reembolsos de pagos por adelantados y multas.

Trustee's Exhibit 005

Cláusulas diarias reales en Texas - Impuesto diferido por venta #TDF-TD

Iniciales del vendedor

Docusign Envelope ID: 873E7A68-387E-4648-A826-67B8D9254AF6

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF YOSVANI GARCÍA DÍAZ)
Full Name: Yosvanys García Díaz
Phone Number: 575-408-5832
Email: garciayosvanys3@gmail.com
City and State: [redacted] New Mexico
Year, Make and Model of Vehicle: Ford F-150 2021
VIN Number: 1FTEW1EP9MFA60071
Approximate Date Vehicle Was Obtained: December 12, 2023

DECLARATION

My name is **Yosvani García Díaz**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2021 Ford F-150** on or about **December 12, 2023**. At the time I obtained the vehicle, I was given a partial copy of the documents. After the purchase was completed, I was informed that the rest of the contract would be mailed to my address, but those documents were never sent. The only documents I received were the purchase statement, information about the payments I was required to make, insurance information, and the main contract.

During the process, I was asked whether I had income, and at that time I was working for a production company. However, I did not receive a clear explanation of how the vehicle financing worked.

Regarding the payment terms, I was initially told that I needed to provide **$7,000 as a down payment** for the truck, but I offered **$6,500**, which was accepted. I was told that I would need to make **10 payments of $430** to cover the remaining **$500**, and afterward continue making monthly payments of **$380** until the contract was completed. However, after reviewing my payment history, I discovered that I was charged for **12 payments of $430**, instead of the 10 payments that had been agreed upon.

I was also told that after **18 months of payments**, I would be able to refinance the vehicle in order to reduce the interest rate. This promise was never fulfilled because the company filed for bankruptcy. During the entire time that I had the vehicle, I always made my payments on time and was never late.

After receiving the vehicle, I began to notice mechanical problems. From the beginning, the vehicle had a strong bouncing movement in the rear, and I eventually had to replace the tires and rims. Approximately one year later, the vehicle began having transmission problems.

When I took the vehicle to the company's associated repair shop, I was told that the problem was electrical and related to the coils and spark plugs. According to them, the problem had been fixed,

but after one or two months the vehicle began having problems again, and I ultimately had to repair the transmission at my own expense.

When the vehicle was taken to the repair shop, I did not receive any receipts or documentation related to the repairs. In total, I had to pay approximately **two hundred dollars**, even though the vehicle supposedly had a warranty of **18 months or 40,000 miles**.

Approximately one and a half months ago, I requested a copy of my contract again. In response, I received a refinance payment notice and a statement showing my payment history. I recently received the requested contract, but I have not yet been able to fully review it to confirm whether it matches what was originally agreed.

My original understanding was that I would finance directly with the company, make payments for 18 months, and then refinance the loan to reduce the interest rate until the balance was fully paid. However, I observed that my principal balance decreased when I made payments, but at the same time it increased on a daily basis.

When I requested a payoff statement for refinancing, my balance was approximately **$30,141**, but later increased to approximately **$33,143**, and more recently to approximately **$33,193**, even though I had continued making payments.

The vehicle has never been repossessed. On one occasion, I was charged a late payment fee because when the company filed for bankruptcy I did not know how to proceed and decided to wait before making a payment. After that, I continued making payments normally.

During this process, I attempted to contact the company several times to understand why the balance was increasing and how my payments were being applied. I was told that a loan specialist would contact me to discuss the issue, but I never received a call.

Because of this situation, I felt harassed by collection messages and at the same time uncertain about continuing to make payments, since I did not have a clear understanding of what was happening with the loan.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Signed by: Yosvanys F7DA1C78CE484DA...

Name: Yosvanys García Díaz

Date: 3/3/2026

Docusign Envelope ID: 873E7A68-387E-4648-A826-67B8D92[redacted]

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE YOSVANI GARCÍA DÍAZ)

Nombre completo: Yosvanys García Díaz
Teléfono: 575-408-5832
Email: garciayosvanys3@gmail.com
Ciudad y Estado: [redacted] Nuevo México
Año, marca y modelo del vehículo: Ford F-150 2021
Número VIN: 1FTEW1EP9MFA60071
Fecha aproximada en que obtuvo el vehículo: 12 de diciembre de 2023

DECLARACIÓN

Mi nombre es **Yosvani García Díaz** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **Ford F-150 modelo 2021** aproximadamente el **12 de diciembre de 2023**. Al momento de adquirir el vehículo, me entregaron una copia parcial de los documentos. Después de realizada la compra me informaron que el resto del contrato sería enviado por correo a mi dirección, pero esos documentos nunca fueron enviados. Lo único que recibí fue la declaración de la compra, la información sobre los pagos que debía realizar, los datos relacionados con la aseguranza y el contrato principal.

Durante el proceso me preguntaron si tenía ingresos y en ese momento yo trabajaba en una compañía de producción. Sin embargo, no recibí una explicación clara sobre cómo funcionaba el financiamiento del vehículo.

Respecto a los términos de pago, inicialmente me indicaron que debía entregar **$7,000 dólares** como pago inicial por la camioneta, pero yo ofrecí **$6,500 dólares**, lo cual fue aceptado. Me informaron que debía realizar **10 pagos de $430 dólares** para cubrir los **$500 dólares restantes**, y posteriormente continuar con pagos mensuales de **$380 dólares** hasta finalizar el contrato. Sin embargo, al revisar mi historial de pagos pude comprobar que me cobraron **12 pagos de $430 dólares**, en lugar de los 10 pagos que habían sido acordados.

También me indicaron que después de **18 meses de pagos** podría refinanciar el vehículo para reducir el interés. Esta promesa nunca se cumplió debido a que la compañía entró en bancarrota. Durante todo el tiempo que tuve el vehículo siempre realicé mis pagos a tiempo y nunca me atrasé.

Después de recibir el vehículo comencé a notar problemas mecánicos. Desde el inicio el vehículo presentaba movimientos fuertes en la parte trasera, por lo que tuve que reemplazar las llantas y los rines. Aproximadamente después de un año el vehículo comenzó a presentar problemas de transmisión.

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Cuando llevé el vehículo al taller asociado con la compañía me informaron que el problema era eléctrico y que correspondía a las bobinas y bujías. Según ellos el problema fue solucionado, pero después de uno o dos meses el vehículo volvió a presentar fallas y finalmente tuve que reparar la transmisión por mi cuenta.

Cuando el vehículo fue llevado al taller no recibí recibos ni documentos relacionados con las reparaciones. En total tuve que pagar aproximadamente doscientos dólares adicionales aun cuando el vehículo supuestamente contaba con una garantía de **18 meses o 40,000 millas**.

Hace aproximadamente un mes y medio solicité nuevamente copia de mi contrato. En respuesta me enviaron un aviso de pago para refinanciamiento y un estado de cuenta con el historial de pagos. El contrato solicitado me llegó recientemente y todavía debo revisarlo para confirmar si coincide con lo que originalmente se acordó.

Mi entendimiento inicial era que yo financiaría directamente con la compañía, realizaría mis pagos durante 18 meses y posteriormente refinanciaría el préstamo para reducir el interés hasta completar el pago total. Sin embargo, observé que mi balance principal disminuía cuando realizaba pagos, pero al mismo tiempo aumentaba diariamente. Cuando solicité un estado de consolidación para refinanciar, mi balance era aproximadamente **$30,141 dólares**, pero posteriormente aumentó a aproximadamente **$33,143 dólares**, y más recientemente a aproximadamente **$33,193 dólares**, aun cuando había continuado realizando pagos.

El vehículo nunca ha sido reposeído. En una ocasión me aplicaron un cargo por pago tardío debido a que cuando la compañía entró en bancarrota no sabía cómo proceder y decidí esperar antes de realizar un pago. Posteriormente continué haciendo los pagos normalmente.

Durante este proceso intenté comunicarme en varias ocasiones con la compañía para entender por qué el saldo estaba aumentando y cómo se estaban aplicando los pagos. Me indicaron que un especialista en préstamos se comunicaría conmigo para revisar el problema, pero nunca recibí esa llamada. Debido a esta situación me sentí hostigado por los mensajes de cobro y al mismo tiempo inseguro sobre continuar realizando pagos, ya que no tenía claridad sobre lo que estaba ocurriendo con el préstamo.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Signed by: Yosvanys F7DA1C78CE484DA...

Nombre: Yosvanys García Díaz

Fecha: 3/3/2026

Case 25-33487-mvl7 Doc 983-6 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 6
Page 1 of 2

FROM / REMITENTE

Client Name: Jose Albert Ferrer
Address: 7303 Wood Hollow Dr apt 489
City, State, ZIP: Austin TX 78731
Phone: 7373058428
Email: jferrers71@gmail.com

TO / DESTINATARIO

Trustee
Erine Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

TUE 10 MAR 2026
WVAZ PDC 850 ZIP

RECEIVED
MAR 16 2026
BY:

UNITED STATES OF AMERICA FOREVER/USA
UNITED STATES OF AMERICA FOREVER/USA
UNITED STATES OF AMERICA FOREVER/USA
UNITED STATES OF AMERICA FOREVER/USA
UNITED STATES OF AMERICA FOREVER/USA

DN 683
Live Mtn

Trustee's Exhibit 006

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 006

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 006

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 006

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LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 006

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: José Alberto Ferrer Suárez
Vehicle: 2021 Toyota Tacoma
VIN: 3TYAX5GN0MT030766
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 006

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

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- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

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Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 006

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EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I informed the dealership that I did not speak English fluently, but all documents and the contract were provided only in English. The purchase process took many hours, and I left the dealership late at night, which made it difficult to review the documents carefully before signing.

I attempted to use the warranty services, but they were not honored because I was told I had to return to the Houston dealership. I later attempted to refinance the vehicle through my bank, but this was not possible because my payments to Tricolor were not reflected in my credit history and it was not clear who was responsible for the loan after the bankruptcy.

I never received formal notification regarding the bankruptcy, and I have received messages stating that my loan has been transferred to different companies without clear information.

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Signature: Firmado por: 862B23EBA32B4BA...
Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 006

Docusign Envelope ID: B4A84A7F-42E9-4F6C-8FEF-72426D59B897

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

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Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: José Alberto Ferrer Suárez
Vehículo: 2021 Toyota Tacoma
VIN: 3TYAX5GN0MT030766
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

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Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

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• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 006

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 006

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ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Informé al concesionario que no hablaba inglés con fluidez, pero todos los documentos y el contrato fueron entregados únicamente en inglés. El proceso de compra tomó muchas horas y salí del concesionario tarde en la noche, lo que dificultó revisar los documentos con calma antes de firmarlos.

Intenté utilizar los servicios de garantía, pero no fueron respetados porque me indicaron que debía regresar a la agencia de Houston. Posteriormente intenté refinanciar el vehículo a través de mi banco, pero no fue posible porque mis pagos a Tricolor no aparecían reflejados en mi historial de crédito y no estaba claro quién era responsable del préstamo después de la bancarrota.

Nunca recibí notificación formal sobre la bancarrota y he recibido mensajes indicando que mi préstamo ha sido transferido a diferentes compañías sin información clara.

Trustee's Exhibit 006

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Firma: Firmado por: 862B23EBA32B4BA...
Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustee's Exhibit 006

Bumper

2021 TOYOTA Tacoma

3TYAX5GNOMT030766

Last reported mileage 43,895 in 12/2023

Created on 03/02/2026 11:17:39

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- 6 sale listings found
- NO salvage records found!
- NO recalls found!
- NO theft records found!
- Last reported color: Super White
- No previous lease records on this vehicle found

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$25,275

Retail:	**$21,175**
Clean Trade-in:	**$22,175**
Rough Trade-in:	**$19,925**

Vehicle Specs

General

Made in	APASEO EL GRANDE, MEXICO	**Type**	TRUCK

Price

MSRP	$28,190	**Invoice Price**	$26,428

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	21.10
Highway Mileage	23	**City Mileage**	20

Color

Installed Color	Super White	**Color Code**	040

Trustee's Exhibit 006

Vehicle Details

Engine		**Trim**	SR5
Steering Type		**Anti Brake System**	
Gross Weight	5600 lbs	**Overall Length**	212.30
Overall Height	70.60	**Overall Width**	74.40
Standard Seating	4	**Optional Seating**	

6 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
11/17/2023 Tricolor Auto - Lbj Fwy		$38,299	43,849	1
08/26/2021 South Toyota		$33,101		2
08/26/2021 Huntsville Toyota		$33,101		2
08/25/2021 Bryan College Station Toyota		$33,601		3
08/25/2021 South Toyota		$33,601		0
08/25/2021 Huntsville Toyota		$33,601		0

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

Trustee's Exhibit 006

1 Inspection Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	2

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	09/2021	Midway, TX	$34,895	Huntsville Toyota		Gm Financial
#2	Used	12/2023	Austin, TX	$38,299	Tricolor Auto Group Houston	43,895	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

2 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
09/2021	Gm Financial
12/2023	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

9 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	25000 miles	24 Months
Rust	unlimited miles	60 Months
Warranty roadside assistance	621388 miles	24 months

Trustee's Exhibit 006

Warranty full maintenance	25000 miles	24 months
Warranty powertrain - M	60000 miles	60 months
Warranty anti-corrosion	621388 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months

Possible Installed Option and Packages

Remote keyless entry	Fabric seat trim (fb)	50 state emissions	Sr convenience package
4.30 axle ratio	2.7l dohc 16-valve i-4 engine with vvt-i	5,600 lbs gvwr	Am/fm stereo
Front seats	6-speed automatic transmission	P245/75r16 as tires	16" x 7j style steel disc wheels

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

Date: 11/18/2023

Buyer Name, JOSE ALBERTO FERRER SUAREZ
Address & Phone: [redacted] Austin TX 78731 (737) 305-8428
Co-Buyer Name,
Address & Phone: N/A
Co-Buyer Name,
Address & Phone: N/A
Co-Signer Name,
Address & Phone: N/A
Seller Name, Tricolor Auto Group
Address & Phone: 5219 North Freeway Houston TX 77022 (888)448-7426

The Buyer is referred to as "I" or "me." The Seller is referred to as "you" or "your." This contract may be transferred by the Seller.

PROMISE TO PAY: By signing this contract, I choose to purchase the motor vehicle on credit according to the terms of this contract. The Federal Truth in Lending Disclosures set out below ("TILA Disclosures") are part of this contract. I agree to pay you the Amount Financed, Finance Charge, and any other charges in this contract. I agree to make payments according to the Payment Schedule in the TILA Disclosures. If more than one person signs as a buyer, each agrees to keep all the promises in this contract even if the others do not. I have thoroughly inspected, accepted, and approved the motor vehicle in all respects.

MOTOR VEHICLE IDENTIFICATION

Stock No.	Year, Make, Model	Vehicle Identification Number	License Number (if applicable)	☐ New ☐ Demonstrator ☐ Factory Official/Exec ☒ Used	Primary Use For Which Purchased ☒ Personal, Family, Household ☐ Business Or Commercial ☐ Agricultural
P103753	2021 TOYOTA TACOMA	3TYAX5GN0MT030766			

Trade-in Year N/A Make N/A Model N/A VIN N/A License No. N/A
Trade-in Year N/A Make N/A Model N/A VIN N/A License No. N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.	Total Sale Price The total cost of my purchase on credit, including down payment of $ 3,650.00
13.98 %	$ 15,650.78	$ 37,376.39	$ 53,027.17	$ 56,677.17

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
10	$ 430.00	BI-WEEKLY DUE EVERY OTHER SATURDAY BEGINNING 12/09/2023
128	$ 380.00	BI-WEEKLY DUE EVERY OTHER SATURDAY BEGINNING 04/27/2024
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
N/A	$ N/A	N/A
1	$ 87.17	FINAL DUE ON: 03/24/2029

Security: You will have a security interest in the motor vehicle being purchased.

Late Charge: ☒ If this box is checked, and you do not receive my entire payment within 15 days after it is due, I will pay a late charge of 5.00 % of the scheduled payment.

Prepayment: If I pay early, I will not have to pay a penalty.

Additional Information: I will refer to this document for information about nonpayment, default, security interests, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Trustee's Exhibit 006

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JOSÉ ALBERTO FERRER SUÁREZ)
Full Name: José Alberto Ferrer Suárez
Phone Number: 737-305-8428
Email: jferrers71@gmail.com
City and State: Austin, Texas
Year, Make and Model of Vehicle: Toyota Tacoma 2021
VIN Number: 3TYAX5GN0MT030766
Approximate Date Vehicle Was Obtained: November 18, 2023

DECLARATION

My name is **José Alberto Ferrer Suárez**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2021 Toyota Tacoma** on or about **November 18, 2023**. I became aware of Tricolor through recommendations from acquaintances and information I had seen on social media. I had previously visited a dealership in Austin looking for a Toyota Tacoma, but at that time they did not have the vehicle I wanted and I declined other options. Later, during a trip to Houston, I visited a Tricolor dealership where I ultimately obtained the vehicle.

During the purchase process, I was asked to provide information about my income, address, and personal documents. In order to obtain the vehicle, I used my **passport and Social Security number** as identification.

The down payment I made for the vehicle was approximately **$3,650**, although I was initially told that I would need to provide approximately **$4,500.**

At the time of purchase, I informed them that I did not speak English fluently. However, all documents and the contract were provided only in English. The salesperson who spoke Spanish gave me only a general explanation of the contract, while the individuals involved in the signing process did not explain the clauses or the financing terms.

The purchase process took many hours, and we left the dealership at approximately ten o'clock at night, which made it difficult to review the documents carefully before signing them.

The contract included certain warranties related to the engine, transmission, and some maintenance services. The vehicle had approximately **43,895 miles** at the time of purchase, and I was told that it still had warranty coverage. However, I was never able to use these services because when I attempted to request them at the Austin dealership, I was told that I had to go to the Houston dealership where the vehicle had been purchased.

After approximately **three to four months** of owning the vehicle, mechanical problems began to appear in the steering system. The steering wheel vibrated and I had to replace stabilizing components at my own expense because the warranty was not applied.

According to the contract, I was required to make **biweekly payments of approximately $480 for the first ten payments**, which represented approximately **$960 per month.**

I always make my payments on time, generally through the company's website using my bank account or card. On some occasions, I also made payments by phone.

I learned about the company's bankruptcy through acquaintances, social media, and news sources. Despite this situation, I continued making payments and I keep the receipts as proof.

I attempted to refinance the vehicle through my bank, but this was not possible because the payments made to Tricolor did not appear in my credit history. The bank informed me that they could not proceed with the refinancing because it was not clear who was responsible for the loan after the bankruptcy.

Later, I noticed irregularities in the payment amounts. After completing the first ten payments of approximately **$480**, the payment amount decreased to approximately **$380**, which was the regular payment amount. However, on some occasions much higher amounts appeared, exceeding **$1,000**, without any clear explanation.

On one occasion, I had to make an additional payment of more than **$700** in order to bring the account current, and I still have the receipt for that payment.

I never received a formal notification regarding Tricolor's bankruptcy process.

Currently, I do not have clear information about who is responsible for my loan or who holds the title to the vehicle. I have received messages stating that my account has been transferred to different companies and offering refinancing options, but they come from different phone numbers, and I never receive clear answers when I attempt to contact them.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: _____ 862B23EBA32B4BA...

Name: José Alberto Ferrer Suárez

Date: 3/2/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JOSÉ ALBERTO FERRER SUÁREZ)
Nombre completo: José Alberto Ferrer Suárez
Teléfono: 737-305-8428
Email: jferrers71@gmail.com
Ciudad y Estado: Austin, Texas
Año, marca y modelo del vehículo: Toyota Tacoma 2021
Número VIN: 3TYAX5GN0MT030766
Fecha aproximada en que obtuvo el vehículo: 18 de noviembre de 2023

DECLARACIÓN

Mi nombre es **José Alberto Ferrer Suárez** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **Toyota Tacoma modelo 2021** aproximadamente el **18 de noviembre de 2023**. Conocí la compañía Tricolor por recomendación de conocidos y también por información que había visto en redes sociales. Anteriormente había visitado una tienda en Austin buscando una camioneta Tacoma, pero en ese momento no tenían el vehículo que yo quería y no acepté otras opciones. Posteriormente, durante un viaje a Houston, visité una agencia de Tricolor donde finalmente adquirí el vehículo.

Durante el proceso de compra me solicitaron información sobre mis ingresos, dirección y documentos personales. Para obtener el vehículo utilicé mi **pasaporte y número de Seguro Social** como identificación.

El pago inicial que entregué fue aproximadamente de **$3,650 dólares**, aunque inicialmente me habían solicitado alrededor de **$4,500 dólares**.

Al momento de la compra informé que no hablaba inglés con fluidez. Sin embargo, todos los documentos y el contrato fueron entregados únicamente en inglés. El vendedor que hablaba español me dio una explicación muy general del contrato, mientras que las personas que participaron en la firma no me explicaron las cláusulas ni los términos del financiamiento.

El proceso de compra tomó muchas horas y salimos del concesionario aproximadamente a las diez de la noche, lo que dificultó revisar los documentos con calma antes de firmarlos.

En el contrato se indicaban algunas garantías relacionadas con el motor, la transmisión y ciertos servicios de mantenimiento. El vehículo tenía aproximadamente **43,895 millas** al momento de la compra, por lo que me indicaron que todavía contaba con garantías. Sin embargo, nunca pude utilizar esos servicios, ya que cuando intenté solicitarlos en la agencia de Austin me indicaron que debía acudir a la agencia de Houston donde había comprado el vehículo.

Docusign Envelope ID: B4A84A7F-42E9-4F6C-8FEF-72426D5B8B9F

Después de aproximadamente **tres o cuatro meses** de tener el vehículo comenzaron a presentarse problemas mecánicos en la dirección. El volante vibraba y tuve que reemplazar algunas piezas estabilizadoras por mi cuenta, ya que la garantía no fue aplicada.

El contrato establecía que debía realizar pagos **cada quince días de aproximadamente $480 dólares durante los primeros diez pagos**, lo que representaba aproximadamente **$960 dólares mensuales.**

Siempre realicé mis pagos de manera puntual, generalmente a través de la página web de la compañía utilizando mi cuenta bancaria o tarjeta. En algunas ocasiones también realicé pagos por teléfono.

Me enteré del proceso de bancarrota de la compañía a través de conocidos, redes sociales y medios de comunicación. A pesar de esta situación continué realizando pagos y conservo los recibos correspondientes.

Intenté refinanciar el vehículo a través de mi banco, pero no fue posible porque los pagos realizados a Tricolor no aparecían reflejados en mi historial de crédito. El banco me informó que no podían continuar con el refinanciamiento porque no estaba claro quién era responsable del préstamo después de la bancarrota.

Posteriormente observé irregularidades en los montos de pago. Después de haber realizado los primeros diez pagos de aproximadamente $480 dólares, el monto bajó a aproximadamente **$380 dólares**, que era el valor normal de pago. Sin embargo, en algunas ocasiones aparecieron montos mucho más altos, superiores a **$1,000 dólares**, sin recibir una explicación clara.

En una ocasión tuve que realizar un pago adicional de más de **$700 dólares** para regularizar la cuenta, del cual conservo recibo.

Nunca recibí una notificación formal relacionada con el proceso de bancarrota de Tricolor.

Actualmente no tengo claridad sobre quién es el responsable de mi préstamo ni quién tiene el título del vehículo. He recibido mensajes indicando que mi cuenta ha sido transferida a diferentes compañías y ofreciendo refinanciamiento, pero provienen de números distintos y nunca recibo respuestas claras cuando intento comunicarme.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: 862B23EBA32B4BA... _____

Nombre: José Alberto Ferrer Suárez

Fecha: 3/2/2026 _____

FROM / REMI

Client Name: Juan Pablo Frigou

Address: 727 W 18th St

City, State, ZIP: Tempe AZ 85281

Phone: 5206377120

Email: jfrigolicampos@gmail.com

TO / DESTINATARIO

Trustee

Anne Elizabeth Burns

900 Jackson Street, Suite 570

Dallas, TX 75202

Phone: (214) 573-7340

RECEIVED
MAR 10 2026
BY:

TUE 10 MAR 2026
PHOENIX AZ 850
850 ZIP

DN 689
LIVE MAN

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 007

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 007

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 007

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/3/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 007

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Juan Pablo Frijoli Campos
Vehicle: 2019 Chevrolet Suburban
VIN: 1GNSKHKC2KR216415
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Trustee's Exhibit 007

Borrower demands proof of secured-party status prior to any repossession activity.

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;

Trustee's Exhibit 007

- Identification of all third-party vendors;
- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

Trustee's Exhibit 007

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 007

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I was told that the dealership could "fix" my credit, but I was never informed how that was done or what was reported under my name.

I paid insurance through the dealership for approximately one year and a half while also maintaining full coverage insurance with another provider.

Despite making regular payments, I noticed that over the past two years my loan balance has not significantly decreased.

Trustee's Exhibit 007

Signature: Firmado por: 62FD3D32ACEE41D...
Date: 3/3/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 007

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/3/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 007

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Juan Pablo Frijoli Campos
Vehículo: 2019 Chevrolet Suburban
VIN: 1GNSKHKC2KR216415
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 007

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 007

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 007

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 007

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Se me indicó que el concesionario podía "arreglar" mi crédito, pero nunca se me explicó cómo lo hicieron ni qué información fue reportada a mi nombre.

Pagué seguro a través del concesionario durante aproximadamente un año y medio mientras también mantenía seguro full cover con otra compañía.

A pesar de haber realizado pagos regularmente, durante los últimos dos años he notado que el saldo de mi préstamo no ha disminuido significativamente.

Trustee's Exhibit 007

Firma: Firmado por: 52ED3D32ACEE41D...
Fecha: 3/3/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustee's Exhibit 007

Bumper

2019 CHEVROLET Suburban

1GNSKHKC2KR216415

Last reported mileage 103,635 in 06/2025

Created on 03/04/2026 16:04:18

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- 1 title record reported
- NO title brands found!
- No previous lease records on this vehicle found
- 8 sale listings found
- 1 recall found
- Last reported color: Black

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$24,425

Retail:	**$18,525**
Clean Trade-in:	**$19,850**
Rough Trade-in:	**$16,900**

Vehicle Specs

General

Made in	ARLINGTON, UNITED STATES (USA)	**Type**	MULTIPURPOSE PASSENGER VEHICLE (MPV)

Price

MSRP	$58,600	**Invoice Price**	$55,390

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	31.00
Highway Mileage	21	**City Mileage**	14

Color

Trustee's Exhibit 007

Installed Color	Black	**Color Code**	GBA

Vehicle Details

Engine		**Trim**	LT
Steering Type		**Anti Brake System**	
Gross Weight	7500 lbs	**Overall Length**	224.40
Overall Height	74.40	**Overall Width**	80.50
Standard Seating	8	**Optional Seating**	

8 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
02/01/2025 Tricolor Auto - Lbj Fwy		$34,099	103,619	0
01/21/2025 Michelle's Auto Sales Llc		$31,995	103,378	6
01/18/2025 Michelle's Auto Sales Llc		$28,995	103,378	2
05/25/2024 Arrowhead Bmw		$30,000	103,377	0
05/21/2024 Arrowhead Bmw		$30,000	103,374	3
08/30/2020 Enterprise Car Sales		$38,499	42,690	0
07/18/2020 Enterprise Car Sales		$38,499	42,623	41
06/28/2020 Enterprise Car Sales		$38,799	42,623	8

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

1 Repair Quote Reported

Reported on **03/16/2020** in

Insurance Company:

Vehicle Parts

Trustee's Exhibit 007

Description	Type	Quantity	Price

No salvage records found!

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

No ownership history found!

1 Title Record Reported

Source: NMVTIS

Title issue date	State	Status	Mileage	Code
06/04/2025	AZ	Current	103,635	1GNSKHKC2KR216415
02/10/2025	AZ	Historical	103,378	1GNSKHKC2KR216415
06/11/2024	AZ	Historical	103,374	1GNSKHKC2KR216415
05/29/2024	AZ	Historical	103,374	1GNSKHKC2KR216415
09/11/2020	AZ	Historical	42,623	1GNSKHKC2KR216415
09/11/2020	AZ	Historical	42,690	1GNSKHKC2KR216415
11/09/2018	NJ	Historical	10	1GNSKHKC2KR216415

How to Request a State Vehicle Record

Arizona

If you are the owner of record on the Arizona title, you may purchase a Title and Registration Motor Vehicle Record (MVR):
- Online through the Motor Vehicle Record-Title and Registration request service on AZ MVD Now
- By mail using the Motor Vehicle Record Request form 46-4416

If you are a prospective buyer of a vehicle currently titled in Arizona, you may ask the vehicle owner to provide you with an Arizona MVR prior to purchase of the vehicle.
- Vehicles that have not been titled or registered in Arizona during the last 5 years may not be eligible for an MVR.

A Title and Registration MVR contains the following information: Owner, vehicle, lien and brand.

New Jersey

Businesses may access applications and obtain information through the NJMVC records webiste located atState of New Jersey Motor Vehicle Commission Records. Individuals may submit a written request for a variety of records. For additional information visitNew Jersey Motor Vehicle Commission Certified Title Search.

Trustee's Exhibit 007

No title brands found!

The following are all possible brands applied on this vehicle

Source: NMVTIS

Clear	Flood damage	Fire damage	Hail damage
Salt water damage	Vandalism	Kit	Dismantled
Junk	Rebuilt	Reconstructed	Salvage--Damage or Not Specified
Test Vehicle	Refurbished	Collision	Reserved
Salvage Retention	Prior Taxi	Prior Police	Original Taxi
Original Police	Re-manufactured	Reserved	Warranty Return
Antique	Classic	Agricultural Vehicle	Logging Vehicle
Street Rod	Vehicle Contains Reissued VIN	Replica	Totaled
Owner Retained	Reserved	Memorandum Copy	Reserved
Recovered Theft	Undisclosed Lien	Prior Owner Retained	Vehicle Non-conformity Uncorrected
Vehicle Non-conformity Corrected	Vehicle Safety Defect Uncorrected	Vehicle Safety Defect Corrected	VIN replaced by a new state assigned VIN
Gray Market	Gray Market	Manufacturer Buy Back	Former Rental
Salvage--Stolen	Salvage--Reasons Other Than Damage or Stolen	Disclosed Damage	Prior Non-Repairable / Repaired
Crushed	Inoperable Vehicle	Hazardous Substance Contaminated Vehicle	Export Only Vehicle
Actual	Not Actual	Not Actual - Odometer tampering verified	Exempt from Odometer Disclosure
Exceeds Mechanical Limits	Odometer may be Altered	Odometer Replaced	Reading at Time of Renewal
Odometer Discrepancy	Call Title Division	Rectify Previous Exceeds Mechanical Limits Brand	Pending Junk Automobile
Junk Automobile			

No lien records found!

No impounds found!

No exports found!

1 Recall Reported

Unexpected Pull To One Side on 2019-10-24

Status: Closed

NHTSA Campaign

19V761

Critical	Safety		0.5 Hours
Severity Code	Recall Type	Parts Cost	Labor

Trustee's Exhibit 007

Summary

General Motors has decided that a defect which relates to motor vehicle safety exists in certain 2014 - 2018 model year Chevrolet Silverado and GMC Sierra 1500 vehicles equipped with four-wheel drive, a 5.3-liter engine, and a 3.08-ratio rear axle, and certain 2015 - 2020 model year Chevrolet Suburban, Chevrolet Tahoe, and GMC Yukon equipped with four-wheel drive, a 5.3-liter engine, and a 3.08-ratio rear axle. If a wheel-speed sensor fails in these vehicles, a software error in the vehicle's electronic-brake control module (EBCM) can cause the vehicle's driveline-protection system to activate when (i) the vehicle's electronic transfer case is set to four-wheel drive or automatic mode, and (ii) the vehicle is driven between the speeds of 41 and 60 MPH. If the driveline-protection system activates, the driver will experience unintended braking on the wheel on the opposite side of the failed sensor.

Consequence

If a wheel-speed sensor fails, the vehicle's Electronic Stability Control (ESC) and Anti-Lock Braking System (ABS) malfunction indicator warning lamps will illuminate and the vehicle's driver information center will display a "Service StabiliTrak" message. If these vehicles are driven in this condition while in four-wheel drive or automatic mode at 41-60 MPH, unintended braking on one wheel can occur, causing the vehicle to pull to one side, increasing the risk of a crash. Owners can eliminate this risk by operating the vehicle in two-wheel-drive mode until the recall repair is performed.

Remedy

Dealers will reprogram the electronic brake control module (EBCM).

State

Available

Refresh Date

03/03/2026

OEM Recall Number

N192261050

⚠ No likely active warranties found!

⚠ 9 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Rust	100000 miles	72 Months
Warranty full maintenance	621388 miles	12 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty roadside assistance	100000 miles	60 months
Warranty anti-corrosion	100000 miles	72 months
Warranty powertrain - M	100000 miles	60 months

Possible Installed Option and Packages

Preferred equipment group 1lt	Memory settings	6-way power front passenger seat adjuster	Heated front reclining bucket seats
Extended-range remote keyless entry	3rd row manual 60/40 split-folding fold flat bench	2nd row 60/40 split-folding manual bench	Driver inboard and front passenger airbags
Color-keyed carpeting floor covering	1st and 2nd row color-keyed carpeted floor mats	Remote vehicle start	Black assist steps
7,500 lbs (3,402 kgs) gvwr	Floor console with storage area	Auto-dimming inside rearview mirror	3.08 rear axle ratio
Am/fm stereo with navigation	4-wheel antilock disc brakes	Power-adjustable accelerator and brake pedals	Electronic cruise control with set and resume speed
5.3l v8 ecotec3 engine	Electronic 6-speed automatic transmission with overdrive	Siriusxm navtraffic	Single-speed active autotrac transfer case
Leather-wrapped steering wheel	12-volt auxiliary power outlet (5)	18" x 8.5" high-polished aluminum finish wheels	Option package discount not desired
P265/65r18 as bw tires	Trailer hitch insert	Safety alert seat	Leather-appointed seat trim
Power liftgate	Single-slot cd/mp3 player	Intellibeam with automatic high beam on/off	Siriusxm radio
Hd radio	Rear park assist with audible warning	Forward collision alert	Universal home remote

Trustee's Exhibit 007

Lane keep assist with lane departure warning | Low speed forward automatic braking | Rear parking aid system feature | Roof-mounted luggage rack side rails
Front console organizer storage bin | Fleet customer powertrain limited warranty | Enhanced driver alert package | Premium smooth ride suspension package

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.

- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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PURCHASE AGREEMENT

Buyer Name. Juan Pablo Frigoli Campos
Address & Phone: 727 W 18TH ST Tempe AZ 85281 (520) 637-7120

Co-Buyer Name.
Address & Phone: N/A

Co-Buyer Name.
Address & Phone: N/A

Dealer Name. Tricolor Auto
Address & Phone: 4850 W Glendale Ave. Glendale AZ 85301 (888)448-7426

These definitions apply to this Agreement: "Dealer" "us" "our" and "we" mean or refer to the Dealer named in this Agreement and who becomes a party to this Agreement by accepting it; "Buyer" and "you" mean or refer to the party identified as such above; "Vehicle" is the vehicle or chassis that is the subject of this Agreement. "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

Vehicle Description. You hereby purchase from us, and we hereby sell to you, the following Vehicle:

Stock Number:	Year:	Make:	Model:	Body:
P163450	2019	CHEVROLET	Suburban	SUV Large

Mileage:	Tag Number:	New/Used:	VIN:	Color:
103635		USED	1GNSKHKC2KR216415	Black

Optional Accessories

In disclosing the mileage and/or odometer reading of this Vehicle to you, we have relied in good faith on written information as to the mileage and/or odometer reading of the Vehicle supplied by the prior owner of the Vehicle and/or a statement of mileage that appears on the title certificate of the Vehicle issued by the state in which the vehicle was last registered.

TRADE INTO

Year:	Make:	Model:
N/A	N/A	N/A

VIN:	Stock #:	Mileage:
N/A	N/A	N/A

TRADE INTO

Year:	Make:	Model:
N/A	N/A	N/A

VIN:	Stock #:	Mileage:
N/A	N/A	N/A

LIEN PAYOFF AND LIENHOLDER INFORMATION

Payoff Amount:	N/A
Payoff Good Thru:	
Payoff To:	N/A
Payoff Address:	N/A
Payoff City:	N/A
Payoff State:	N/A
Payoff Zip:	N/A
Lienholder Name:	Tricolor Auto
Lienholder Address:	6021 Connection Dr. 4th Floor
Lienholder City:	Irving
Lienholder State:	TX
Lienholder Zip:	75039
Lien Date:	01/31/2025

By initialing below, you represent and warrant with regard to any trade in:

JF 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced.

JF 2. The vehicle(s) has not been designated a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt and/or reconditioned title, and has not been exposed to flood damage.

ITEMIZATION

Cash Price of Vehicle	$	34,099.00
Accessories	$	0.00
Sales Tax	$	3,137.11
N/A	$	0.00
Title Fee	$	15.71
License Fee	$	397.35
Inspection Fee	$	17.00
N/A	$	0.00
Document Fee	$	429.00
TOTAL CASH PRICE	$	38,095.17
Credit Insurance	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
N/A	$	0.00
Trade-In Amount	$	0.00
Trade-In Payoff Amount	$	0.00
Customer Cash Back	$	0.00
Cash Down Payment	$	2,150.00
Other Down Payment (Describe)	$	0.00
Deferred Down Payment	$	0.00
TOTAL DOWN PAYMENT	$	2,150.00
UNPAID BALANCE	$	35,945.17

THE SELLER HEREBY WARRANTS THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO $25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

1. _____ 2. _____ 3. _____

x _____ Buyer Signs

x N/A Co-Buyer Signs

x N/A Co-Buyer Signs

Trustee's Exhibit 007

Customer Initials JF

DealerSocket, Inc.

PURCHASE AGREEMENT

Guía para compradores de vehículos usados: La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

12. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT OURS. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS WE FURNISHED YOU WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY US ON OUR OWN BEHALF, WE NEITHER ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS. UNLESS WE MAKE A WRITTEN WARRANTY ON OUR OWN BEHALF, OR ENTER INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS ORDER, **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PROVISION DOES NOT AFFECT ANY MANUFACTURER OR SUPPLIER WARRANTIES COVERING THE VEHICLE.

IF THE VEHICLE YOU ARE PURCHASING IS USED, HOWEVER, THIS DISCLAIMER OF WARRANTIES DOES NOT APPLY TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR REMEDIES FOR A BREACH OF THAT WARRANTY BEFORE THE EARLIER OF MIDNIGHT OF THE 15TH CALENDAR DAY AFTER DELIVERY OF THE VEHICLE OR UNTIL THE VEHICLE IS DRIVEN 500 MILES AFTER DELIVERY. THIS IMPLIED WARRANTY OF MERCHANTIABILITY DOES NOT EXTEND TO DAMAGE THAT OCCURS AFTER THE SALE OF THE VEHICLE THAT RESULTS FROM ANY ABUSE, MISUSE, NEGLECT, FAILURE TO PERFORM REGULAR MAINTENANCE OR TO MAINTAIN ADEQUATE OIL, COOLANT OR OTHER REQUIRED FLUID OR LUBRICANT, OR OFF-ROAD USE, RACING OR TOWING.

You agree that this Agreement includes all of the terms and conditions on all pages of this Agreement. You certify that you are of legal age or older and acknowledge that you have read its terms and have received a true copy of it. If you are buying the Vehicle for cash (this includes arranging your own financing from a party other than us), this Agreement shall become final and binding when it is signed by our authorized representative. If you are buying the Vehicle in a credit sale transaction with us evidenced by a signed retail installment sales contract, this Agreement becomes binding when you sign it and the retail installment sales contract. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement. You or we may rescind the retail installment sales transaction if we are unable to assign the retail installment sales contract to a financial institution.

X [signature]	01/31/2025	X N/A	01/31/2025	X N/A	01/31/2025
Buyer Signs	Date	Co-Buyer Signs	Date	Co-Buyer Signs	Date

Dealer or Authorized Representative: Tricolor Auto By X Cesar Carrero Date: 01/31/2025

Here is a list of some major defects that may occur in used vehicles.

Frame & Body
- Frame-cracks, corrective welds, or rusted through
- Dog tracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakeage, excluding normal seepage
- Cracked of damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Air Bags

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage
- Catalytic Converter

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Juan Pablo Frigoli Campos — 01/31/2025

Customer — Date

Tricolor Auto
DEALER NAME

4850 W Glendale Ave. Glendale AZ 85301
ADDRESS

(888)448-7426
TELEPHONE — EMAIL

Customer Advocacy
FOR COMPLAINTS AFTER SALE, CONTACT:

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

Trustee's Exhibit 007

This Arbitration Agreement relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et. seq.*).

Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If any part of this Arbitration Agreement other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Agreement shall be unenforceable. This Arbitration Agreement shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

You must sign this Arbitration Agreement in order to proceed with the Sale, Installment Sale, or Lease.

X _____ 01/31/2025
Buyer/Lessee Signs Date

X N/A 01/31/2025
Co-Buyer/Co-Lessee Signs Date

X N/A 01/31/2025
Co-Buyer/Co-Lessee Signs Date

X N/A 01/31/2025
Co-Signer Signs Date

X Cesar Carrero 01/31/2025
Seller/Lessor Signs Date

By: Tricolor Auto

Trustee's Exhibit 007

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JUAN PABLO FRIJOL Y CAMPOS)
Full Name: Juan Pablo Frijoli Campos
Phone Number: 520-637-7120
Email: jfrigolicampos@gmail.com
Address: 727 West 18th Street, Tempe, Arizona 85281
Vehicle: 2019 Chevrolet Suburban
VIN: 1GNSKHKC2KR216415
Approximate Date Vehicle Was Obtained: January 30–31, 2025

DECLARATION

I submit this declaration for the purpose of documenting my experience with Tricolor in connection with the purchase and financing of my vehicle.

I became aware of Tricolor after a salesperson repeatedly contacted me over several months. During that time, she gradually obtained my personal information and eventually informed me that my credit had already been approved and that a vehicle was available for me.

When I went to the dealership, I was asked to provide my personal information and Social Security number. I was taken to a room with a computer where the contract was supposedly explained to me. I do not speak English, and I made that clear. Despite this, all documents were in English, and I did not fully understand what I was signing. I did not receive a clear explanation of the financing terms.

Initially, I was told that the vehicle price was approximately $23,000. Later, upon reviewing my credit report, I discovered that the financed amount was approximately $35,000. I was required to provide a down payment of $3,500. I paid $3,000 at the time of purchase, and the remaining $500 was deducted later in installments.

I was assured that the vehicle was in perfect condition. At the time of delivery, it appeared to be in good cosmetic and mechanical condition. However, serious mechanical problems developed over time. Around eight months after purchase, the transmission completely failed. Prior to that, the engine had already presented issues. I paid for all repairs out of pocket, as no warranty coverage was honored.

The registration process was another significant issue. I received my license plates approximately seven months after the purchase, following repeated calls and persistent efforts on my part. I frequently received evasive responses. At one point, after mentioning that I would seek legal assistance, I was told that my attorney should contact them directly.

My monthly payment was initially $933 for the first five months and later $833 per month. I made payments until approximately September or October. Subsequently, I noticed that my payments

were not being properly reported to the credit bureaus, and at one point the debt disappeared from my credit report without explanation.

I learned about Tricolor's bankruptcy through social media. I never received formal notification by mail or email. To this day, I do not know who currently services my loan or who holds the title to my vehicle.

I continue to receive collection messages under the name of Tricolor. The vehicle has not been repossessed.

I feel insecure and believe that I was defrauded. I understand that my information was manipulated, and the difference between the originally quoted price of $23,000 and the financed amount of $35,000 is excessive and disproportionate to the vehicle's fair market value at the time of purchase.

Other than the information stated above, I have nothing further to add.

I declare under penalty of perjury that all the information provided herein is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: 52ED3D32ACEE41D...

Name: Juan Pablo Frijoli Campos

Date: 3/3/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JUAN PABLO FRIJOL Y CAMPOS)

Nombre completo: Juan Pablo Frijoli Campos
Teléfono: 520-637-7120
Correo electrónico: jfrigolicampos@gmail.com
Dirección: 727 West 18th Street, Tempe, Arizona 85281
Vehículo: Chevrolet Suburban 2019
VIN: 1GNSKHKC2KR216415
Fecha aproximada en que obtuvo el vehículo: 30–31 de enero de 2025

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia con la compañía Tricolor en relación con la compra y financiamiento de mi vehículo.

Conocí a Tricolor porque una vendedora comenzó a llamarme de manera insistente durante varios meses. Durante ese tiempo fue obteniendo mi información personal y finalmente me informó que mi crédito ya estaba aprobado y que tenían un vehículo disponible para mí.

Al acudir al concesionario me solicitaron mi información personal y mi número de seguro social. Me llevaron a una sala con una computadora donde supuestamente me explicaron el contrato. No hablo inglés y lo deje saber, aun así, todos los documentos estaban en inglés y no comprendí plenamente lo que estaba firmando. No recibí una explicación clara sobre las condiciones del financiamiento.

En un inicio se me indicó que el precio del vehículo era cercano a $23,000 dólares. Más adelante, al revisar mi reporte de crédito, descubrí que el monto financiado ascendía aproximadamente a $35,000 dólares. Se me exigió un enganche de $3,500 dólares. Entregué $3,000 al momento de la compra y los $500 restantes fueron descontados posteriormente en pagos.

Me aseguraron que el vehículo se encontraba en perfectas condiciones. Al recibirlo aparentaba estar en buen estado tanto estético como mecánico. No obstante, con el paso de los meses comenzaron fallas graves. Alrededor de los ocho meses se dañó completamente la transmisión y, con anterioridad, ya había presentado problemas en el motor. Todas las reparaciones fueron cubiertas por mí, ya que nunca respondieron por garantía.

El trámite de las placas fue otro problema importante. Las recibí aproximadamente siete meses después de la compra, tras constantes llamadas e insistencias. En repetidas ocasiones obtuve respuestas evasivas. Incluso, cuando mencioné que buscaría asistencia legal, me indicaron que mi abogado debía comunicarse con ellos.

El pago mensual fue inicialmente de $933 dólares durante los primeros cinco meses y posteriormente de $833 dólares mensuales. Realicé pagos hasta los meses de septiembre u octubre.

Más adelante advertí que mis pagos no estaban siendo reflejados correctamente en el buró de crédito y, en determinado momento, la deuda desapareció de mi reporte sin explicación.

Me enteré de la bancarrota de Tricolor a través de redes sociales. Nunca recibí notificación formal por correo postal ni por correo electrónico. Hasta la fecha desconozco quién administra actualmente mi deuda y quién tiene el título de mi vehículo.

Continúo recibiendo mensajes de cobro bajo el nombre de Tricolor. El vehículo no ha sido objeto de reposición. Me siento inseguro y considero que fui estafado. Entiendo que mi información fue manipulada y que la diferencia entre el precio inicialmente mencionado de $23,000 dólares y el monto financiado de $35,000 dólares resultan excesiva y desproporcionada en relación con el valor comercial real del vehículo al momento de la compra.

Fuera de lo anterior, no tengo nada más que agregar.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: 52FD3D32ACEE41D...
Nombre: Juan Pablo Frijoli Campos
Fecha: 3/3/2026

Case 25-33487-mvl7 Doc 983-8 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 8 Page 1 of 28

DN 684
Give Hth

FROM / REMITENTE

Client Name: Jose Eduardo Alas Linares
Address: 2862 Belt Line Rd apto 342
City, State, ZIP: GARLAND, TX 75044
Phone: 2144892831
Email: eduarlin00@icloud.com

RECEIVED
MAR 16 2026
BY:_____

TO / DESTINATARIO

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

TUE 10 MAR 2026
WVAZ PDC 850 ZIP

Trustee's Exhibit 008

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 008

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 008

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 008

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 2/27/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 008

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: José Eduardo Alas Linares
Vehicle: 2018 GMC Sierra
VIN: 1GTV2NEC5JZ137013
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 008

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 008

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 008

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 008

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

After learning about the bankruptcy, I requested copies of my contract and a detailed statement of my account several times, but I was told that this information could not be provided.

I informed the company on several occasions that I wanted to continue making payments, but that I needed a signed document confirming that the balance would decrease properly and that I would receive the title once the loan was paid. This document was never provided.

I also attempted to use the warranty for mechanical problems with the suspension, but the repairs were not properly completed, and I had to pay approximately $1,060 out of pocket.

Trustee's Exhibit 008

Signature: Firmado por: Jose Eduardo Alas Linares 75ED3DE482EB489...
Date: 2/27/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 2/27/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 008

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: José Eduardo Alas Linares
Vehículo: 2018 GMC Sierra
VIN: 1GTV2NEC5JZ137013
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 008

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 008

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 008

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 008

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Después de enterarme de la bancarrota solicité copias de mi contrato y un estado detallado de mi cuenta en varias ocasiones, pero me informaron que esa información no podía ser proporcionada.

En varias ocasiones informé a la compañía que deseaba continuar realizando pagos, pero que necesitaba un documento firmado confirmando que el saldo disminuiría correctamente y que recibiría el título al terminar de pagar. Ese documento nunca fue proporcionado.

También intenté utilizar la garantía por problemas mecánicos en la suspensión, pero las reparaciones no fueron realizadas correctamente y tuve que pagar aproximadamente $1,060 por mi cuenta.

Trustee's Exhibit 008

Firma: Firmado por: Jose Eduardo Alas Linares 75ED3DF482FB489...
Fecha: 2/27/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustee's Exhibit 008

Bumper

2018 GMC Sierra

1GTV2NEC5JZ137013

Last reported mileage 74,552 in 01/2025

Created on 03/03/2026 19:01:32

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 12 sale listings found
- NO recalls found!
- Last reported color: Onyx Black

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$30,025

Retail:	**$24,450**
Clean Trade-in:	**$25,825**
Rough Trade-in:	**$22,775**

Vehicle Specs

General

Made in	FORT WAYNE, UNITED STATES (USA)	**Type**	TRUCK

Price

MSRP	$46,000	**Invoice Price**	N/A

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	
Highway Mileage	22 miles/gallon	**City Mileage**	16 miles/gallon

Color

Installed Color	Onyx Black	**Color Code**	GBA

Trustee's Exhibit 008

Vehicle Details

Engine		**Trim**	SLT
Steering Type		**Anti Brake System**	
Gross Weight	7200 lbs	**Overall Length**	229.4 inches
Overall Height	73.9 inches	**Overall Width**	80 inches
Standard Seating	5	**Optional Seating**	

⚠ 12 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
10/26/2024 Tricolor Auto - Lbj Fwy		$39,599	74,354	0
10/24/2024 Tricolor Auto - Lbj Fwy		$39,799	74,354	1
05/05/2021 Barlow Buick Gmc Of Woodbury		$34,244	55,024	0
04/22/2021 Barlow Buick Gmc Of Woodbury		$36,995	39,810	12
03/10/2021 Barlow Buick Gmc		$36,995	39,810	0
02/17/2021 Barlow Buick Gmc		$36,995	29,375	1
04/04/2018 barlow buick gmc		$51,950		1
04/03/2018 coleman buick gmc cadillac		$51,200		0
02/12/2018 coleman buick gmc cadillac		$47,200		17
01/12/2018 coleman buick gmc cadillac		N/A		11
12/28/2017 coleman buick gmc cadillac		$50,950		14
10/13/2017 coleman buick gmc cadillac		$51,450		6

✓ No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

✓ No repair quotes found!

Trustee's Exhibit 008

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	Used	10/2024	Berlin, NJ	N/A	Algo		
#2	Used	01/2025	Garland, TX	$38,399	Tricolor Auto Group Fort Worth	74,552	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

1 Possible Lien Record Reported

Lien Issue Date	Issuing Authority
01/2025	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

5 Possible Expired Warranties Reported

Trustee's Exhibit 008

Type	Miles	Months
Warranty powertrain - M	100000 miles	60 months
Warranty roadside assistance	100000 miles	60 months
Warranty anti-corrosion	100000 miles	72 months
Warranty full maintenance	24000 miles	24 months
Warranty whole vehicle - M	36000 miles	36 months

Possible Installed Option and Packages

Preferred equipment group 4sa	Power windows with driver express up and down	Power sliding rear window with defogger	Rear 60/40 folding bench seat (folds up)
Remote locking tailgate	Gmc connected access	10-way power driver seat adjuster	Deep-tinted glass
Front full feature power reclining bucket seats	Remote keyless entry	Rear wheelhouse liners	Body color bodyside moldings
Remote vehicle starter system	Electric rear window defogger	7,200 lbs (3,266 kgs) gvwr	Spray-on pickup box bed liner with gmc logo
Dual-zone automatic climate control	Floor mounted console	Body color door handles	Auto-dimming inside rearview mirror
Driver and front passenger illuminated vanity mirrors	Black mirror caps	Chrome heated outside vertical trailering mirrors	Heavy-duty rear locking differential
All-terrain package	Unique body color grille surround with chrome accents	3.42 rear axle ratio	Am/fm/gmc infotainment and navigation radio
Power adjustable pedals	Hill descent control	Integrated trailer brake controller	High capacity air cleaner
Wireless charging	Heated driver and front passenger seats	150 amp alternator	110-volt ac power outlet
Auxiliary external transmission oil cooler	5.3l ecotec3 v8 engine	Electronic 6-speed automatic transmission with overdrive	Manual tilt/telescoping steering column
Ct/de/me/md/ma/nj/ny/or/pa/ri/vt/wa emissions requirements	Leather wrapped steering wheel with cruise controls	2-speed active electronic autotrac transfer case	20" x 9" bright machined aluminum wheels
Underbody shield (transfer case protection)	All terrain slt premium package	Gmc interior protection package	Ez lift and lower tailgate
P265/70r17 as bw spare tire	P275/55r20 at bw tires	All-weather floor liner	4" round black tubular assist steps
Leather appointed seat trim	Thin profile led fog lamps	High-performance led headlamps	Led tailamps with signature
Single slot cd/mp3 player	Siriusxm satellite radio	Hd radio	Ultrasonic front and rear park assist
4.2" diagonal color display driver info center	Onstar and gmc connected services capable	Led cargo box lighting	Universal home remote
Steering wheel audio controls	Bose speaker system	Theft deterrent system (unauthorized entry)	Leather wrapped heated steering wheel
Front frame-mounted black recovery hooks	Front and rear all-weather floor mats	Body color lower front bumper	Rubber bed mat
Front license plate kit	Body color rear bumper with cornersteps	Gmc 4g lte	Fleet customer powertrain limited warranty
Off-road suspension package	Trailering equipment		

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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MOTOR VEHICLE PURCHASE AGREEMENT

Buyer Name, Address & Phone: Jose Eduardo Alas Alvarez [redacted] (214) 489-2831
Co-Buyer Name, Address & Phone: N/A
Co-Buyer Name, Address & Phone: N/A
Dealer Name, Address & Phone: Tricolor Auto Group 4500 South Freeway Fort Worth TX 76115 (888)448-7426

These definitions apply to this Agreement: "Dealer" "us" "our" and "we" mean or refer to the Dealer named in this Agreement and who becomes a party to this Agreement by accepting it; "Buyer" and "you" mean or refer to the party identified as such above; "Vehicle" is the vehicle or chassis that is the subject of this Agreement. "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

Vehicle Description: You hereby purchase from us, under the terms and conditions specified, the following vehicle:

Stock #:	Year:	Make:	Model:	Body:
P150236	2018	GMC	Sierra 1500	Truck
Mileage:	**Tag Number:**	**New/Used:**	**VIN:**	**Color:**
74552		USED	1GTV2NEC5JZ137013	Black

Optional Accessories

In disclosing the mileage and/or odometer reading of this vehicle to you, we have relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner of the vehicle and/or a statement of mileage that appears on the title certificate of the vehicle issued by the state in which the vehicle was last registered.

TRADE INFO

Year:	Make:	Model:	Year:	Make:	Model:
N/A	N/A	N/A	N/A	N/A	N/A
VIN:	**Stock #:**	**Mileage:**	**VIN:**	**Stock #:**	**Mileage:**
N/A	N/A	N/A	N/A	N/A	N/A

By initialing, you represent and warrant with regard to any trade in: J. A 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced. J. A 2. The vehicle(s) has not been designated a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt and/or reconditioned title, and has not been exposed to flood damage.

LIEN PAYOFF AND LIENHOLDER INFORMATION		ITEMIZATION	
Payoff Amount:	N/A	Cash Price of Vehicle	$ 38,399.00
Payoff Good Thru:		Accessories	$ 0.00
Payoff To:	N/A	Documentary Fee*	$ 150.00
Payoff Address:	N/A	Dealer's Inventory Tax**	$ 72.42
Payoff City:	N/A	N/A	$ 0.00
Payoff State:	N/A	Sales Tax	$ 2,399.94
Payoff Zip:	N/A	Title Fee	$ 51.75
Lienholder Name:	Tricolor Auto Group	N/A	$ 0.00
Lienholder Address:	6021 Connection Dr. 4th Floor	License Fee	$ 61.75
Lienholder City:	Irving	N/A	$ 0.00
Lienholder State:	TX	N/A	$ 0.00
Lienholder Zip:	75039	N/A	$ 0.00
Lien Date:	10/26/2024	N/A	$ 0.00
		TOTAL CASH PRICE	$ 41,134.86
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		N/A	$ 0.00
		Trade-In Amount	$ 0.00
		Trade-In Payoff Amount	$ 0.00
		Customer Cash Back	$ 0.00
		Cash Paid to Buyer for Trade-In	$ 0.00
		Cash Down Payment	$ 3,800.00
		Other Down Payment	$ 0.00
		Deferred Down Payment	$ 0.00
		TOTAL DOWN PAYMENT	$ 3,800.00
		UNPAID BALANCE	$ 37,334.86

***A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on the consumer by the government, and is not required to be charged by the dealer to the consumer.**

Trustee's Exhibit 008

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JOSÉ EDUARDO ALAS LINARES)

Full Name: José Eduardo Alas Linares
Phone Number: 214-489-2831
Email: eduarlin00@icloud.com
City and State: Dallas, Texas
Year, Make and Model of Vehicle: GMC Sierra 2018
VIN Number: 1GTV2NEC5JZ137013
Approximate Date Vehicle Was Obtained: October 26, 2024

DECLARATION

My name is **José Eduardo Alas Linares**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the vehicles I have financed through this company.

My first experience with Tricolor occurred on or about **February 19, 2024**, when I went to the dealership with the intention of purchasing a small vehicle because I was looking for a more economical option. During the process, the salesperson requested my documents, including proof of income, and later informed me that I did not qualify for a small car because the loan amount would be too low for the bank to finance. Instead, I was told that I qualified for a truck.

That same day I was provided with a **2016 RAM truck**, and I was told that after **six months** I would be able to exchange it for a different or smaller vehicle if I wished.

After approximately eight months, the engine of that truck began to develop problems. Because I had been told that I could exchange the vehicle after six months, I returned to the dealership to request the exchange. However, I was then informed that the vehicle could not be returned until **two years** had passed, which was different from what I had originally been told.

The salesperson suggested that I purchase another truck and continue making payments on both vehicles, which I refused because it represented too much money. He later suggested that I apply for a new financing agreement and turn in the previous vehicle, which I eventually did.

As a result, I obtained my current vehicle, a **2018 GMC Sierra**, for which I paid approximately **$3,800 as a down payment**, while for the previous truck I had paid approximately **$3,000 as a down payment**. Among the promises made to me were the possibility of exchanging the vehicle and a **one-year warranty covering the engine, transmission, and air conditioning**. I was also told that if I set up automatic payments, the interest rate would be lower.

However, I noticed that every time I made a monthly payment of approximately **$417**, the balance would temporarily decrease, but the following day the balance would increase again by

approximately **$17 per day**, making it appear that the balance was not actually decreasing over time.

When I obtained the vehicles, I was also required to purchase insurance through them for approximately **$74 per month**, which I maintained for about ten months. When I attempted to use this insurance, I was told that I would still need to pay a deductible in order to receive any service.

Regarding my current vehicle, the main mechanical issue was related to the suspension. When the vehicle went over a pothole, it would make strong impact noises. I attempted to use the warranty and took the vehicle to the authorized repair shop, where it remained for approximately four days. When I picked it up, the problem was still present, so I had to repair the vehicle at another mechanic shop at my own expense, paying approximately **$1,060**. I later attempted to contact the company to request warranty coverage for this repair, but I was informed that the warranty had expired.

After learning about the company's bankruptcy process, I requested a copy of my contract several times, but I was told that they could not provide it because their offices were not operating. I also requested an audit or detailed statement of my account to verify that the payments I had made matched the company's records, but this information was never provided.

On several occasions, I informed the company that I wanted to continue making payments on my vehicle, but that I needed a signed document confirming that the balance would decrease properly and that once the loan was paid off, they would be responsible for delivering my vehicle title. However, I was told that such documentation could not be provided.

The vehicle has never been repossessed. Before the bankruptcy process, I received repeated phone calls requesting that I bring the vehicle in because the GPS system installed in the truck was supposedly not working. They even offered a free oil change, but I decided not to take the vehicle in.

Additionally, regarding the first vehicle, the **2016 RAM truck**, the contract indicated that the vehicle had a **clean title and had never been involved in an accident**, but later I observed that the chassis had been repaired and welded, indicating that the vehicle had previously been damaged.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: José Eduardo Alas Linares 75ED3DF482EB489...

Name: José Eduardo Alas Linares

Date: 2/27/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JOSÉ EDUARDO ALAS LINARES)

Nombre completo: José Eduardo Alas Linares
Teléfono: 214-489-2831
Email: eduarlin00@icloud.com
Ciudad y Estado: Dallas, Texas
Año, marca y modelo del vehículo: GMC Sierra 2018
Número VIN: 1GTV2NEC5JZ137013
Fecha aproximada en que obtuvo el vehículo: 26 de octubre de 2024

DECLARACIÓN

Mi nombre es **José Eduardo Alas Linares** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con los vehículos que he financiado con dicha compañía.

Mi primera experiencia con Tricolor ocurrió aproximadamente el **19 de febrero de 2024**, cuando acudí con la intención de comprar un vehículo pequeño, ya que buscaba una opción más económica. Durante el proceso el vendedor solicitó mis documentos, incluyendo comprobantes de ingresos, y posteriormente me informó que no calificaba para un automóvil pequeño porque el monto del préstamo sería muy bajo para que el banco lo financiara. En su lugar me indicaron que calificaba para una camioneta. Ese mismo día me entregaron una camioneta **RAM modelo 2016**, informándome que después de **seis meses** podría cambiarla por otro vehículo o uno más pequeño si así lo deseaba.

Después de aproximadamente ocho meses el motor de esa camioneta comenzó a presentar problemas. Debido a que me habían informado que podía cambiar el vehículo después de seis meses, decidí acudir a la tienda para hacer el cambio. Sin embargo, en ese momento me informaron que el vehículo no podía ser entregado hasta cumplir **dos años**, lo cual era diferente a lo que me habían indicado inicialmente.

El vendedor me sugirió que comprara otra camioneta y continuara pagando ambas, lo cual rechacé porque representaba un gasto demasiado alto. Posteriormente me propuso solicitar un nuevo financiamiento y entregar el vehículo anterior, lo cual finalmente hice.

De esta manera obtuve mi vehículo actual, una **GMC Sierra 2018**, por la cual tuve que pagar aproximadamente **$3,800 dólares de pago inicial**, mientras que por la camioneta anterior había pagado aproximadamente **$3,000 dólares de pago inicial**.

Entre las garantías que me ofrecieron se encontraba la posibilidad de cambio de vehículo, así como una garantía de **un año para motor, transmisión y aire acondicionado**. También me indicaron que si realizaba los pagos de manera automática el interés sería más bajo.

Sin embargo, observé que cada vez que realizaba un pago mensual de aproximadamente **$417 dólares**, el saldo disminuía momentáneamente, pero al día siguiente volvía a aumentar aproximadamente **$17 dólares diarios**, lo que hacía parecer que el saldo prácticamente no disminuía con el tiempo. Al adquirir los vehículos también me hicieron comprar un seguro con ellos por aproximadamente **$74 dólares mensuales**, el cual mantuve durante aproximadamente diez meses. Cuando intenté utilizar ese seguro me indicaron que debía pagar el deducible para poder recibir cualquier servicio.

Respecto al vehículo actual, el principal problema mecánico fue en la suspensión. Cuando el vehículo pasaba por un bache se sentían golpes fuertes. Intenté utilizar la garantía y llevé el vehículo al taller autorizado, donde permaneció aproximadamente cuatro días. Cuando lo recogí el problema continuaba igual, por lo que tuve que reparar el vehículo por mi cuenta en otro taller mecánico, pagando aproximadamente **$1,060 dólares**. Posteriormente intenté comunicarme con la compañía para solicitar cobertura bajo garantía, pero me informaron que la garantía había expirado.

Después de enterarme del proceso de bancarrota de la compañía solicité copia de mi contrato en varias ocasiones, pero me informaron que no podían proporcionarlo debido a que las oficinas no estaban operando. También solicité una auditoría o estado detallado de mi cuenta para verificar que los pagos realizados coincidieran con los registros de la compañía, pero tampoco me fue proporcionado.

En varias ocasiones indiqué a la compañía que deseaba continuar pagando mi vehículo, pero que necesitaba un documento firmado donde constara que el saldo disminuiría correctamente y que al terminar de pagar recibiría el título del vehículo. Sin embargo, me informaron que no podían proporcionarme ese documento.

El vehículo nunca ha sido reposeído. Antes del proceso de bancarrota recibí múltiples llamadas insistiendo en que llevara el vehículo al taller porque el sistema GPS supuestamente no estaba funcionando. Me ofrecieron incluso un cambio de aceite gratuito, pero decidí no llevar el vehículo.

Adicionalmente, en relación con el primer vehículo **RAM 2016**, el contrato indicaba que tenía **título limpio y que no había sido accidentado**, pero posteriormente pude observar que el chasis había sido reparado y soldado, lo que indicaba que el vehículo había sufrido daños anteriormente.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: José Eduardo Alas Linares 75ED3DF482EB489...

Nombre: José Eduardo Alas Linares

Fecha: 2/27/2026

Case 25-33487-mvl7 Doc 983-9 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 9 Page 1 of 29

DN 719



TUE 10 MAR 2026
WVAZ PDC 850 ZIP

FROM / REMITENTE

Client Name: Juan Aciel Calafell Martinez
Address: 9920 Forest LN Apt 322
City, State, ZIP: Dallas, TX 75243
Phone: 7868154634
Email: juancalafell1989@yahoo.com

TO / DESTINATARIO
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

RECEIVED
MAR 16 2026
BY:

Trustee's Exhibit 009

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 009

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 009

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 009

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/4/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 009

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Juan Aciel Calafell Martínez
Vehicle: Chevrolet Equinox 2019
VIN: 2GNAXJEV8K6246953
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Trustee's Exhibit 009

Docusign Envelope ID: 845BE1FB-61DC-4434-B807-E8FC2F1E0AAF

Borrower demands proof of secured-party status prior to any repossession activity.

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;

Trustee's Exhibit 009

- Identification of all third-party vendors;
- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

Trustee's Exhibit 009

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 009

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I discovered that the vehicle had previously been involved in accidents and had even been reported stolen, which was never disclosed to me at the time of purchase. Although I have paid approximately $3,825 toward the loan, the balance has only decreased by about $758, which raises concerns about how my payments have been applied.

Trustee's Exhibit 009

Signature: Firmado por: 2800D511AF99413...

Date: 3/4/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 009

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/4/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 009

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Juan Aciel Calafell Martínez
Vehículo: Chevrolet Equinox 2019
VIN: 2GNAXJEV8K6246953
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

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Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 009

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

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La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 009

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Descubrí que el vehículo había estado involucrado en accidentes e incluso había sido reportado como robado, información que nunca me fue revelada al momento de la compra. Aunque he pagado aproximadamente $3,825 dólares hacia el préstamo, el balance solo ha disminuido alrededor de $758 dólares, lo que genera preocupación sobre la forma en que se están aplicando mis pagos.

Trustee's Exhibit 009

Firma: Firmado por: 2800D511AF99413...

Fecha: 3/4/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustee's Exhibit 009

Bumper

2019 CHEVROLET Equinox

2GNAXJEV8K6246953

Last reported mileage 76,091 in 08/2025

Created on 03/04/2026 13:47:56

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- 1 accident reported
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 20 sale listings found
- NO recalls found!
- Last reported color: Summit White

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$14,375

Retail:	**$10,125**
Clean Trade-in:	**$11,050**
Rough Trade-in:	**$9,000**

Vehicle Specs

General

Made in	INGERSOLL, CANADA	**Type**	MULTIPURPOSE PASSENGER VEHICLE (MPV)

Price

MSRP	$27,200	**Invoice Price**	$25,894

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	14.90
Highway Mileage	32	**City Mileage**	26

Color

Installed Color	Summit White	**Color Code**	GAZ

Trustee's Exhibit 009

Vehicle Details

Engine		**Trim**	LT (2FL)
Steering Type		**Anti Brake System**	
Gross Weight	4464 lbs	**Overall Length**	183.10
Overall Height	65.40	**Overall Width**	72.60
Standard Seating	5	**Optional Seating**	

⚠ 20 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
07/15/2025 Tricolor Auto - Lbj Fwy		$22,299	76,088	6
07/12/2025 Tricolor Auto - Lbj Fwy		$21,099	76,088	2
07/03/2025 Tricolor Auto - Lbj Fwy		$25,799	76,088	8
05/22/2025 Tricolor Auto - Lbj Fwy		$25,899	76,088	41
05/16/2025 Tricolor Auto - Lbj Fwy		$25,799	76,088	5
05/15/2025 Tricolor Auto - Lbj Fwy		$25,099	76,088	0
05/05/2025 Tricolor Auto - Lbj Fwy		$26,399	76,088	9
05/03/2025 Tricolor Auto - Lbj Fwy		$26,499	76,088	1
04/05/2025 Private Seller		$14,000	75,000	12
03/28/2025 Private Seller		$14,249	75,000	6
03/16/2025 Private Seller		$14,499	75,000	10
02/03/2025 Private Seller		$15,995	71,652	39
01/15/2025 Private Seller		$16,749	71,652	17
01/13/2025 Private Seller		$16,749	71,652	19
12/30/2024 Private Seller		$17,395	71,652	14
12/30/2024 Private Seller		$17,395	71,652	13

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12/14/2024 Private Seller	$17,950	71,652	15
12/14/2024 Private Seller	$17,950	71,652	14
12/10/2024 Private Seller	$18,500	71,652	3
12/10/2024 Private Seller	$18,500	71,652	2

1 Possible Accident Reported

Date	Damage severity	Impact area	Source name	Source location	Source phone
03/14/2023	Minor	Rear		HOLLYWOOD PARK, TX	

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

3 Inspections Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	31,983
N/A	Passed	Safety	21,124
N/A	Passed	Safety	3

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	05/2019	Deerfield, IL	$24,130	Unidentified Seller		Bny Mellon Trust Co
#2	Used	10/2024	San Antonio, TX	$13,950	Unidentified Seller	63,436	Security Service Cu
#3	Used	08/2025	Dallas, TX	$22,299	Tricolor Auto Group Dallas	76,091	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

3 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
05/2019	Bny Mellon Trust Co
10/2024	Security Service Cu
08/2025	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

9 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Rust	100000 miles	72 Months
Warranty powertrain - M	60000 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty anti-corrosion	100000 miles	72 months
Warranty full maintenance	621388 miles	12 months
Warranty roadside assistance	60000 miles	60 months

Possible Installed Option and Packages

Preferred equipment group 2fl	P225/65r17 all-season blackwall tires	8-way power driver seat adjuster	Front passenger 4-way manual seat adjuster
2-way power driver lumbar control seat adjuster	Front bucket seats	Driver confidence package	Driver confidence plus package
4,464 lbs (2,025 kgs) gvwr	Outside heated power-adjustable mirrors	3.50 final drive axle ratio	Chevrolet infotainment 3 system radio with am/fm

1.5l turbo dohc 4-cyl sidi vvt engine	Electronic 6-speed automatic transmission with overdrive	Bespoke leather-wrapped steering wheel	17" aluminum wheels
Premium cloth seat trim	Intellibeam auto high beam headlamp control	Siriusxm radio	Rear park assist with audible warning
Following distance indicator	Forward collision alert	Rear cross traffic alert	Lane keep assist with lane departure warning
Low speed forward automatic braking	Lane change alert with side blind zone alert	Front pedestrian braking	Bluetooth for phone
2 rear usb charging-only ports	2 usb ports and auxiliary input jack	6 speaker audio system feature	

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but

may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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MOTOR VEHICLE PURCHASE AGREEMENT

Buyer Name: JUAN ACIEL CALAFELL MARTINEZ
Address & Phone: 9920 Forest Lane Apt 322 Dallas TX 75243 [redacted]
Co-Buyer Name:
Address & Phone: N/A
Co-Buyer Name:
Address & Phone: N/A
Dealer Name: Tricolor Auto
Address & Phone: 100 E Airport Freeway Irving TX 75062 (8881448-7426

These definitions apply to this Agreement. "Dealer," "us," "we," and "our" mean or refer to the Dealer named in this Agreement and who becomes a party to this Agreement by accepting it. "Buyer," and "you" mean or refer to the party identified as such above. "Vehicle" is the vehicle or chassis that is the subject of this Agreement. "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

Vehicle Description: You hereby purchase from us, under the terms and conditions specified, the following vehicle:

Stock #: P172279	Year: 2019	Make: Chevrolet	Model: Equinox		Body: SUV
Mileage: 76093	Tag Number:	New/Used: USED	VIN: 2GNAXJEV8K6246953		Color: White

Optional Accessories

In disclosing the mileage and/or odometer reading of this vehicle to you, we have relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner of the vehicle and/or a statement of mileage that appears on the title certificate of the vehicle issued by the state in which the vehicle was last registered.

TRADE INFO

Year: N/A	Make: N/A	Model: N/A	Year: N/A	Make: N/A	Model: N/A
VIN: N/A	Stock #: N/A	Mileage: N/A	VIN: N/A	Stock #: N/A	Mileage: N/A

By initialing, you represent and warrant with regard to any trade in: Seller 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced. Seller 2. The vehicle(s) has not been designated a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt and/or reconditioned title, and has not been exposed to flood damage.

LIEN PAYOFF AND LIENHOLDER INFORMATION	
Payoff Amount:	N/A
Payoff Good Thru:	
Payoff To:	N/A
Payoff Address:	N/A
Payoff City:	N/A
Payoff State:	N/A
Payoff Zip:	N/A
Lienholder Name:	Tricolor Auto Group
Lienholder Address:	6021 Connection Dr. 4th Floor
Lienholder City:	Irving
Lienholder State:	TX
Lienholder Zip:	75039
Lien Date:	07/21/2025

***A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

****The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

ITEMIZATION	
Cash Price of Vehicle	$ 22,299.00
Accessories	$ 0.00
Documentary Fee*	$ 150.00
Dealer's Inventory Tax**	$ 40.18
N/A	$ 0.00
Sales Tax	$ 1,393.69
Title Fee	$ 51.75
N/A	$ 0.00
License Fee	$ 66.75
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
TOTAL CASH PRICE	$ 24,001.37
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
Trade-In Amount	$ 0.00
Trade-In Payoff Amount	$ 0.00
Customer Cash Back	$ 0.00
Cash Paid to Buyer for Trade-In	$ 0.00
Cash Down Payment	$ 1,800.00
Other Down Payment	$ 0.00
Deferred Down Payment	$ 0.00
TOTAL DOWN PAYMENT	$ 1,800.00
UNPAID BALANCE	$ 22,201.37

Customer Initials [redacted]
DealerSocket, [redacted]

Trustee's Exhibit 009

Docusign Envelope ID: 845BE1FB-61DC-4434-B807-E8FC2F8E0D4B

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JUAN ACIEL CALAFELL MARTÍNEZ)
Full Name: Juan Aciel Calafell Martínez
Phone Number: 786-815-4634
Email: juancalafell1989@yahoo.com
City and State: Dallas, Texas
Year, Make and Model of Vehicle: Chevrolet Equinox 2019
VIN: 2GNAXJEV8K6246953
Approximate Date Vehicle Was Obtained: July 21, 2025

DECLARATION

I submit this declaration for the purpose of documenting my experience with the company **Tricolor** in connection with the purchase and financing of my vehicle.

I first learned about Tricolor while driving and seeing a sign advertising vehicle. I had previously purchased a vehicle from Tricolor that I paid off, so I decided to return to the dealership to obtain another car.

When I arrived at the dealership, they asked whether I was working. I had just recently started working, but I later discovered that the dealership entered information indicating that I had approximately three years of employment, which was not correct, and they never verified that information with me.

To obtain the vehicle, I paid approximately **$1,800 as a down payment**. I do not speak English, and I did not receive a clear explanation of the contract or the financing terms. During the process, I was only shown a video. The documents I received were **in English**.

I was told that my payments would be approximately **$250 every other week**. I was also informed that the vehicle had an **approximately 15,000-mile engine warranty**.

However, about **two to three weeks after receiving the vehicle**, mechanical problems began to appear. The vehicle has had issues with air conditioning, tire sensors, and transmission. I later discovered that the vehicle had previously been involved in **two accidents** and had even been **reported to be stolen**, information that was never disclosed to me at the time of purchase.

I also experienced problems obtaining the **vehicle's license plates**, since the dealership did not provide them and I had to resolve that process on my own before finally receiving them.

The financed price of the vehicle was approximately **$22,201.27 with an interest rate of about 16.24%**. So far, I have paid approximately **$3,825**, but the balance has only decreased by about **$758**, which raises concerns about how my payments have been applied.

I learned about **Tricolor's bankruptcy through social media**, and I never received any formal notification from the company. When I attempted to contact them, I received inconsistent information and no clear answers.

At this time, **I do not know who holds the title to my vehicle or who currently manages my loan**. Due to this uncertainty, I recently stopped making payments.

Other than the information described above, I have nothing further to add regarding my experience as a customer of Tricolor.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: 2800D511AF99413...

Name: Juan Aciel Calafell Martínez

Date: 3/4/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JUAN ACIEL CALAFELL MARTÍNEZ)
Nombre completo: Juan Aciel Calafell Martínez
Teléfono: 786-815-4634
Correo electrónico: juancalafell1989@yahoo.com
Ciudad y Estado: Dallas, Texas
Año, marca y modelo del vehículo: Chevrolet Equinox 2019
VIN: 2GNAXJEV8K6246953
Fecha aproximada en que obtuvo el vehículo: 21 de julio de 2025

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Conocí Tricolor mientras manejaba y vi un letrero anunciando vehículos. Anteriormente había tenido un vehículo con Tricolor que terminé de pagar, por lo que decidí acudir nuevamente al concesionario para obtener otro automóvil.

Cuando llegué al concesionario me preguntaron si estaba trabajando. Yo acababa de comenzar a trabajar hace poco, pero posteriormente supe que en los documentos colocaron información indicando que tenía aproximadamente tres años de empleo, lo cual no era correcto y nunca me pidieron verificar esa información.

Para obtener el vehículo pagué aproximadamente **$1,800 dólares de enganche**. No hablo inglés y no recibí una explicación clara sobre el contrato o las condiciones del financiamiento. Únicamente me mostraron un video durante el proceso de compra. Los documentos que recibí estaban **en inglés**.

Me indicaron que debía realizar pagos de aproximadamente **$250 dólares cada dos semanas**. También me informaron que el vehículo tenía una garantía de aproximadamente **15,000 millas para el motor**.

Sin embargo, aproximadamente **dos o tres semanas después de recibir el vehículo**, comenzaron a presentarse problemas mecánicos. El vehículo ha tenido fallas en el aire acondicionado, problemas con los sensores de las llantas y problemas en la transmisión. Posteriormente descubrí que el vehículo había estado involucrado en **dos accidentes anteriores** e incluso había sido reportado como **robado**, información que nunca me fue revelada al momento de la compra.

También tuve problemas con las **placas del vehículo**, ya que el concesionario no me las proporcionó y tuve que resolver ese proceso por mi cuenta hasta que finalmente pude obtenerlas.

El precio financiado del vehículo fue aproximadamente **$22,201.27 dólares** con una tasa de interés de aproximadamente **16.24%**. Hasta el momento he pagado aproximadamente **$3,825 dólares**,

pero el balance solo ha disminuido alrededor de **$758 dólares**, lo que me genera preocupación sobre la forma en que se están aplicando mis pagos.

Me enteré de la **bancarrota de Tricolor a través de redes sociales** y nunca recibí una notificación formal por parte de la empresa. Cuando intenté comunicarme con ellos, recibí información contradictoria y no me dieron respuestas claras.

Actualmente **no sé quién es el dueño del título del vehículo ni quién administra mi préstamo**. Debido a esta incertidumbre, dejé de realizar pagos recientemente.

Fuera de lo anterior, no tengo nada más que agregar respecto a mi experiencia como cliente de Tricolor.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

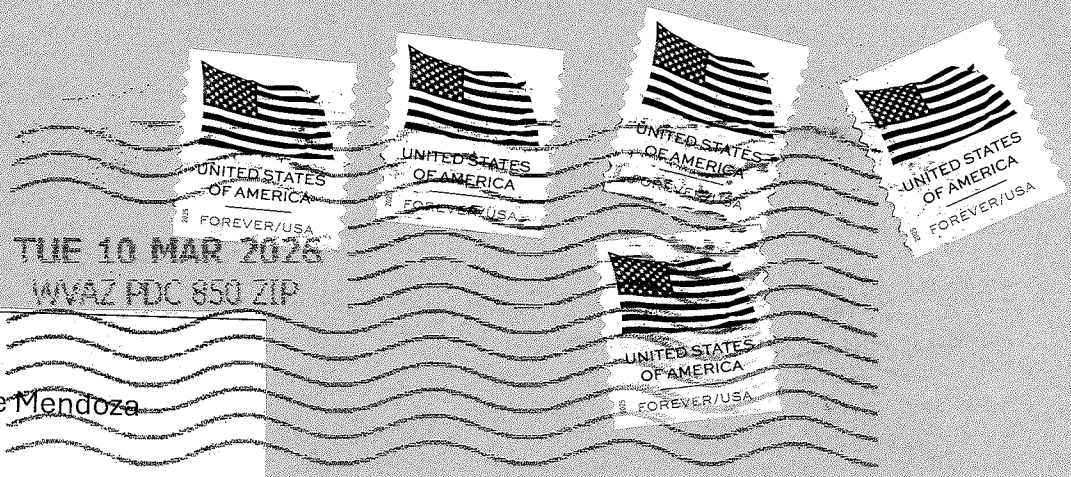
Firma: Firmado por: 2800D511AF99413...

Nombre: Juan Aciel Calafell Martínez

Fecha: 3/4/2026

Case 25-33487-mvl7 Doc 983-10 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 10 Page 1 of 28

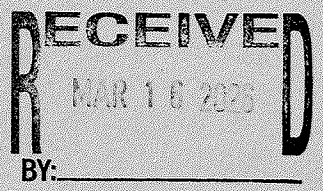
DNC88
Live Mtn



FROM / REMITENTE

Client Name: Evaristo Valle Mendoza
Address: 6075 brodway
City, State, ZIP: San Diego CA 92114
Phone: 6193108666
Email: valleevaristo88@gmail.com

TO / DESTINATARIO
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340



Trustee's Exhibit 010

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 010

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 010

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 010

Docusign Envelope ID: E2A0E8EB-C310-4E95-8067-11E68C65AFDA

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 010

Docusign Envelope ID: E2A0E8EB-C310-4E95-8067-11E68D3XXXXX

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Evaristo Valle Mendoza
Vehicle: RAM 1500 2021
VIN: 1C6RREFG7MN743544
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 010

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 010

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 010

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 010

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

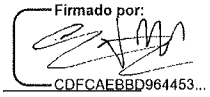
☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

Approximately two months after obtaining the vehicle, it began experiencing mechanical problems due to significant oil loss in the engine. When I contacted the company, I was informed that they could not repair the vehicle because they were already in the bankruptcy process and did not have repair shops available. As a result, I had to pay for the repairs myself.

Later, the payment application stopped working and I lost access to my account. Currently, I do not know the balance of the loan or who administers it.

Trustee's Exhibit 010

Docusign Envelope ID: E2A0E8EB-C310-4E95-8067-11E68C65AFBA

Signature: 

Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 010

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Evaristo Valle Mendoza
Vehículo: RAM 1500 2021
VIN: 1C6RREFG7MN743544
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 010

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 010

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

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La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

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ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

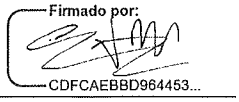
☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Aproximadamente dos meses después de obtener el vehículo comenzaron a presentarse problemas mecánicos debido a una pérdida considerable de aceite en el motor. Cuando me comuniqué con la compañía me informaron que no podían reparar el vehículo porque ya estaban en proceso de bancarrota y no tenían talleres disponibles. Debido a esto tuve que pagar las reparaciones por mi cuenta.

Posteriormente la aplicación de pagos dejó de funcionar y perdí acceso a mi cuenta. Actualmente no conozco el balance del préstamo ni quién lo administra.

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Firma: 

Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Bumper

2021 RAM 1500

1C6RREFG7MN743544

Last reported mileage 59,718 in 01/2025

Created on 03/03/2026 17:43:52

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 9 sale listings found
- NO recalls found!

Last reported color: Diamond Black Crystal PC

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$30,000

Retail:	**$23,775**
Clean Trade-in:	**$25,175**
Rough Trade-in:	**$22,050**

Vehicle Specs

General

Made in	STERLING HEIGHTS, UNITED STATES (USA)	**Type**	TRUCK

Price

MSRP	$37,290	**Invoice Price**	$35,169

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	23.00
Highway Mileage	25	**City Mileage**	20

Color

Installed Color	Diamond Black Crystal PC	**Color Code**	PXJ

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Vehicle Details

Engine		**Trim**	Big Horn, Lonestar
Steering Type		**Anti Brake System**	
Gross Weight	6800 lbs	**Overall Length**	228.90
Overall Height	77.60	**Overall Width**	82.1 inches
Standard Seating	6	**Optional Seating**	

9 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
12/25/2024 Ganas Auto		$38,299	59,360	9
12/21/2024 Ganas Auto		$39,299	59,360	3
12/19/2024 Ganas Auto		$39,199	59,360	1
12/11/2024 Ganas Auto		$39,199	559,360	7
12/05/2024 Ganas Auto		$38,899	559,360	4
11/20/2024 Ganas Auto		$38,599	559,360	14
05/20/2021 Bravo Chrysler Dodge Jeep Ram Of Alhambra		$39,495	5	10
05/19/2021 Bravo Chrysler Dodge Jeep Ram Of Alhambra		$40,495	5	0
05/18/2021 Bravo Chrysler Dodge Jeep Ram Of Alhambra		$43,745	5	0

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	06/2021	South El Monte, CA	N/A	Bravo Chrysler Dodge Jeep Ram Alhambra	6	Ally Financial
#2	Used	01/2025	Lemon Grove, CA	N/A	Ganas Auto	59,718	Ganas Auto

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

3 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
06/2021	Ally Financial
10/2023	American First Cu
01/2025	Ganas Auto

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

8 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months

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Roadside Assistance	60000 miles	60 Months
Rust	unlimited miles	60 Months
Warranty whole vehicle - M	36000 miles	36 months
Warranty anti-corrosion	621388 miles	60 months
Warranty roadside assistance	60000 miles	60 months
Warranty powertrain - M	60000 miles	60 months

Possible Installed Option and Packages

Quick order package 23z big horn	Big horn level 1 equipment group	Bucket seats	2nd row in floor storage bins
4 way front headrests	Rear 60/40 folding seat	Mopar front and rear rubber floor mats	3 rear seat head restraints
Front seat back map pockets	Full length floor console	Foam bottle insert (door trim panel)	8-speed automatic transmission
3.21 rear axle ratio	3.6l v6 24v vvt etorque upg i engine	Rear window defroster	Rear power sliding window
Sun visors with illuminated vanity mirrors	Rear view auto dim mirror	Auto dim exterior driver mirror	Black premium power mirrors
Cluster 3.5" tft color display	Power 4-way driver lumbar adjust	Power 8-way driver seat	Manual adjust 4-way front passenger seat
Glove box lamp	Exterior mirrors with supplemental signals	Exterior mirrors courtesy lamps	Power-folding mirrors
Rear dome with on/off switch lamp	Big horn instrument panel badge	Big horn badge	50 state emissions
Siriusxm satellite radio	Deluxe cloth bucket seats	275/55r20 bsw all season tires	Uconnect 4 radio with 8.4" display
20" x 9" aluminum chrome clad wheels	Center console parts module	Siriusxm radio service	For more info, call 800-643-2112
Power adjustable pedals	Remote start system	Class iv receiver hitch	Universal garage door opener
6,900 lbs gvwr			

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently,

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the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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[redacted] Limited Warranty No.

CA-103-ARB 10/10/2015

Conditional Sale Contract and Security Agreement

Seller Name and Address
Ganas Auto
2401 National City Blvd.
National City CA 91950

Buyer and Co-Buyer Name(s) and Address(es)
Evaristo Valle Mendoza
[redacted]

Contract No. 290751
Date 01/03/2025

Dealer # 87080 ROS# _____ Stock # P152288

Primary use of the vehicle is personal, family, or household use unless otherwise indicated: ☐ Primary use is business, commercial or agricultural purpose.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 2,300.00
13.86 %	$ 18,638.11	$ 39,483.17	$ 58,121.28	$ 60,421.28

Payment Schedule. Your payment schedule is: (e) means estimate

No. of Payments	Amount of Payments	When Payments are Due
10	$ 421.00	BI-WEEKLY BEGINNING 01/25/2025
145	$ 371.00	BI-WEEKLY BEGINNING 06/14/2025
1	$ 116.28	FINAL DUE ON: 01/04/2031
N/A	$ N/A	N/A
N/A	$ N/A	N/A

PRIMER PAGO

Security. You are giving us a security interest in the Property purchased.
Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.
Prepayment. If you pay off this Contract early, you will not have to pay a penalty.
Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
USED	2021	Ram	1500	Truck	1C6RREFG7MN743544	59718

Trade-In Description; Payoff Accuracy; Agreement

Trade-In Vehicle:

Year	Make	Model
N/A	N/A	N/A

Odometer	VIN
N/A	N/A

The payoff amount of your trade-in is shown in 6.B. of the Itemization of Amount Financed on Page 2. We relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the amount shown in 6.B. You understand the payoff amount is an estimate. You agree that if the actual payoff amount is greater than the payoff amount shown in 6.B. you will pay us the difference if we ask for it. If the actual payoff amount is less than the amount shown in 6.B. we will refund to you any overage we receive from your prior lienholder or lessor. Subject to the NOTICE in the "*Owner Agreement*" section of this Contract, any assignee of this Contract will not be obligated to pay the amount shown in 6.B. or any refund.

Buyer: _____ Co-Buyer: N/A

01-03-2025

Important Notices

Seller Assisted Loans.
You may be required to pledge security for the loan. You will be obligated for the installment payments on both this Conditional Sales Contract and the Loan.

Lender on loan _____
Amount $ 0.00 Finance Charge $ N/A
Total $ 0.00 Payable in N/A installments of
$ 0.00, $ 0.00 of loan proceeds included in item 6.D. of the Itemization of Amount Financed on Page 2.

Auto Broker Fee.
If the Vehicle is new, this transaction is not subject to a fee received by an auto broker from us unless this box is checked:

☐ **Name of auto broker receiving fee:**
N/A

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CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF EVARISTO VALLE MENDOZA)
Full Name: Evaristo Valle Mendoza
Phone Number: 619-310-8666
Email: valleevaristo88@gmail.com
City and State: San Diego, California
Year, Make and Model of Vehicle: RAM 1500 2021
VIN Number: 1C6RREFG7MN743544
Approximate Date Vehicle Was Obtained: November 2024

DECLARATION

My name is **Evaristo Valle Mendoza**, and I submit this declaration for the purpose of documenting my experience with Tricolor in relation to the purchase and financing of my vehicle.

I obtained **a 2021 RAM 1500** in approximately **November 2024** after a friend recommended that I go to a dealership where they worked with Tricolor. During the process, I was asked about my job and whether I had income, and I explained that I was working. I was also asked whether I had a Social Security Number or an ITIN.

At the time of the purchase, I was only provided with the contract. The contract explanation was done through a video call using a machine, but I did not receive a clear explanation of how the financing worked or about the interest rates. I was told that after one year I could refinance the vehicle if my credit improved. The down payment I made was approximately between **$2,800 and $3,300**. The vehicle license plates arrived by mail approximately **two months after** the purchase.

During the process, I was also advised to use an old ITIN number that I had before receiving my documents because supposedly it had better credit than my Social Security Number. However, that credit never appeared reflected in the credit bureaus.

They also placed insurance on the vehicle, which cost approximately **$74**, possibly on a weekly basis, without clearly explaining what the insurance covered.

After approximately two months, the vehicle began having mechanical problems because the engine was losing a significant amount of oil. When I attempted to contact the company, I was informed that they could not repair the vehicle because they were already in the bankruptcy process and did not have repair shops available. Because of this, I had to repair the vehicle with my own money and the warranty that had been promised to me was not honored.

Payments for the vehicle were made through the mobile application, but later the application stopped working and it was no longer possible to make payments through that method.

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My monthly payment is approximately **$767**, however during the entire time that I was making payments I never observed that the balance decreased or that the payments were properly reflected. I currently do not have access to the application, and I do not know the current balance of the debt.

After the bankruptcy, I continued receiving collection calls and messages stating that the vehicle could be repossessed if I did not make payments. This made me feel harassed, especially because the messages indicated that they were coming from Tricolor even though the company no longer existed.

Currently, I do not have clarity about who manages my loan, and I do not consider it appropriate to continue paying money to a company that no longer exists.

I declare under penalty of perjury that all the information provided in this statement is true and correct according to my personal knowledge and experience.

Signature: Firmado por: CDFCAEBBD964453...

Name: Evaristo Valle Mendoza

Date: 3/2/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE EVARISTO VALLE MENDOZA)

Nombre completo: Evaristo Valle Mendoza
Teléfono: 619-310-8666
Email: valleevaristo88@gmail.com
Ciudad y Estado: San Diego, California
Año, marca y modelo del vehículo: RAM 1500 2021
Número VIN: 1C6RREFG7MN743544
Fecha aproximada en que obtuvo el vehículo: noviembre de 2024

DECLARACIÓN

Mi nombre es **Evaristo Valle Mendoza** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **RAM 1500 modelo 2021** aproximadamente en **noviembre de 2024** después de que un amigo me recomendó acudir a un concesionario donde trabajaban con Tricolor. Durante el proceso me preguntaron en qué trabajaba y si tenía ingresos, a lo cual respondí que sí estaba trabajando. También me preguntaron si tenía Seguro Social o número ITIN.

Al momento de la compra me entregaron únicamente el contrato. La explicación del contrato se realizó mediante una videollamada a través de una máquina, pero no recibí una explicación clara sobre cómo funcionaba el financiamiento ni sobre las tasas de interés. Me indicaron que después de un año podría refinanciar el vehículo si mi crédito mejoraba. El pago inicial que entregué fue aproximadamente entre **$2,800 y $3,300 dólares.** Las placas del vehículo me llegaron por correo aproximadamente **dos meses después** de la compra.

Durante el proceso también me sugirieron utilizar un número ITIN antiguo que tenía antes de recibir mis documentos porque supuestamente tenía mejor crédito que mi Seguro Social. Sin embargo, ese crédito nunca apareció reflejado en los bureaus.

También me colocaron una aseguranza con ellos, la cual me costaba aproximadamente **$74 dólares**, posiblemente de manera semanal, sin explicarme claramente qué cubría dicha aseguranza.

Después de aproximadamente **dos meses**, el vehículo comenzó a presentar problemas mecánicos, ya que el motor estaba perdiendo una cantidad considerable de aceite. Cuando intenté comunicarme con la compañía me informaron que no podían reparar el vehículo porque ya estaban en proceso de bancarrota y no tenían talleres disponibles. Debido a esto tuve que reparar el vehículo con mi propio dinero y no respetaron la garantía que me habían prometido.

Los pagos del vehículo los realizaba a través de la aplicación móvil, pero posteriormente la aplicación dejó de funcionar y ya no fue posible realizar pagos por ese medio.

El pago mensual del vehículo es aproximadamente **$767 dólares**, sin embargo, durante todo el tiempo que estuve realizando pagos nunca observé que el balance disminuyera ni que los pagos se reflejaran correctamente. Actualmente no tengo acceso a la aplicación y no conozco el balance actual de la deuda.

Después de la bancarrota continué recibiendo llamadas y mensajes de cobro indicando que el vehículo podía ser reposeído si no realizaba pagos. Esto me hizo sentir hostigado, especialmente porque los mensajes indicaban que provenían de Tricolor aun cuando la compañía ya no existía.

Actualmente no tengo claridad sobre quién administra mi préstamo ni considero correcto continuar pagando dinero a una compañía que ya no existe.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: CDECAEBBD964453

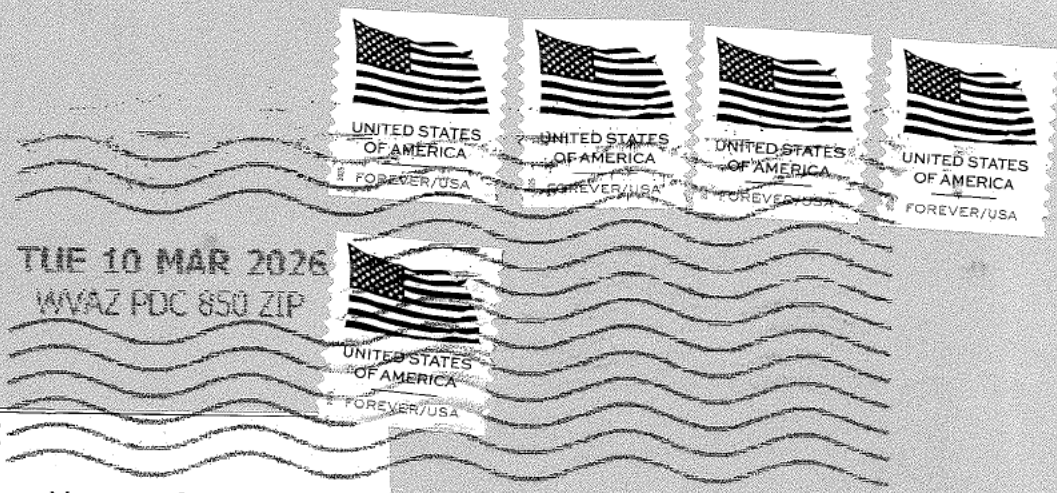
Nombre: Evaristo Valle Mendoza

Fecha: 3/2/2026

Case 25-33487-mvl7 Doc 983-11 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 11 Page 1 of 28

DN 678

Live Mtn



FROM / REMITENTE

Client Name: Salomon Vaquera Ovideo
Address: [redacted]
City, State, ZIP: [redacted]
Phone: 6025290629
Email: castillodayanara10@gmail.com

TO / DESTINATARIO

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

RECEIVED
MAR 16 2026
BY:

Trustee's Exhibit 011

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

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My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

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If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

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LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 011

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Salomon Vaquera Oviedo
Vehicle: 2019 Ford F-150
VIN: 1FTEW1EP2KFC30395
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

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III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

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- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

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Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

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EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I was required to drive using temporary permits for approximately six months without explanation for the delay in receiving permanent license plates.

After requesting information about the loan, vehicles were seen monitoring my residence and following my vehicle on multiple occasions, which caused concern and distress.

Mechanical problems began approximately six months after receiving the vehicle, particularly issues that appeared to come from the transmission, and the vehicle had to be used as little as possible.

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Signature: Signed by: B11562EBC23142B...
Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 011

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 011

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Salomon Vaquera Oviedo
Vehículo: 2019 Ford F-150
VIN: 1FTEW1EP2KFC30395
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

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Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

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• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. **DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO**

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. **VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO**

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

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La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

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ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Tuve que circular con permisos temporales durante aproximadamente seis meses sin recibir explicación sobre la demora en la entrega de las placas permanentes.

Después de solicitar información sobre el préstamo, se observaron vehículos vigilando mi residencia y siguiendo mi vehículo en varias ocasiones, lo cual me generó preocupación e incomodidad.

Los problemas mecánicos comenzaron aproximadamente seis meses después de recibir el vehículo, especialmente fallas que parecían provenir de la transmisión, por lo que el vehículo tuvo que utilizarse lo menos posible.

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Firma: Signed by: _____ B11562EBC23142B...

Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

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Bumper

2019 FORD F-150

1FTEW1EP2KFC30395

Last reported mileage 11 in 08/2019

Created on 03/03/2026 17:24:08

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 14 sale listings found
- NO recalls found!

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$36,625

Retail:	**$29,725**
Clean Trade-in:	**$31,050**
Rough Trade-in:	**$28,125**

Vehicle Specs

General

Made in	DEARBORN, UNITED STATES (USA)	**Type**	TRUCK

Price

MSRP	$47,985	**Invoice Price**	$44,867

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	26.00
Highway Mileage	24	**City Mileage**	19

Color

Installed Color		**Color Code**	

Vehicle Details

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Engine		**Trim**	XLT
Steering Type		**Anti Brake System**	
Gross Weight	6600 lbs	**Overall Length**	231.90
Overall Height	77.20	**Overall Width**	79.90
Standard Seating	6	**Optional Seating**	

14 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
09/02/2019 autonation ford north canton		N/A		0
08/21/2019 autonation ford amherst		$43,767		12
08/20/2019 autonation ford amherst		$43,767		0
08/18/2019 autonation ford westlake		$43,767		15
08/15/2019 autonation ford north canton		$43,767		0
08/06/2019 autonation ford north canton		$43,767		26
08/03/2019 autonation ford east		$43,767	11	30
07/19/2019 autonation ford east		$44,517	11	14
07/04/2019 autonation ford east		$51,125	11	14
06/19/2019 autonation ford east		$52,625	10	14
06/04/2019 autonation ford north canton		$44,017		60
05/05/2019 autonation ford westlake		$44,517		89
05/05/2019 autonation ford amherst		$52,625		60
05/05/2019 autonation ford north canton		$52,625		29

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

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No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	09/2019	Westlake, OH	$48,800	Autonation Ford Westlake		Htd Leasing

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

1 Possible Lien Record Reported

Lien Issue Date	Issuing Authority
09/2019	Htd Leasing

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

⚠ 8 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Rust	unlimited miles	60 Months
Warranty roadside assistance	60000 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty powertrain - M	60000 miles	60 months
Warranty anti-corrosion	621388 miles	60 months

Possible Installed Option and Packages

145" wheelbase	Front license plate bracket	Equipment group 302a luxury	California emissions system
Power-sliding rear window	Twin panel moonroof	Electronic 10-speed automatic transmission	Pro trailer backup assist
Voice-activated touchscreen navigation	Trailer tow package	Upgraded front stabilizer bar	Engine oil cooler
Class iv trailer hitch receiver	Power glass heated sideview mirrors	Boxlink	Rear window defroster
Siriusxm radio	Remote start system	4.2" productivity screen in instrument cluster	20" 6-spoke premium painted aluminum wheels
Xlt power equipment group	Reverse sensing system	Led box lighting	Box side decals
Body-color front and rear bumpers	Xlt sport appearance package	Body-color door and tailgate handles	2-bar style grille with 2 minor bars painted dark
Accent-color step bars	Single-tip chrome exhaust	110v/400w outlet	Dealer order for california states registration
Tough bed spray-in bedliner	2.7l v6 ecoboost engine	Fixed backlight with privacy glass	Unique sport cloth 40/console/40 front-seats
Heated front seats	Leather-wrapped steering wheel	Auto-dimming rearview mirror	6,600 lbs payload package gvwr
10-way power driver and passenger seats	Power-adjustable pedals	Rear under-seat storage	Am/fm stereo with 6 speakers
Sync 3	P275/55r20 owl a/t tires	Electronic locking with 3.55 axle ratio	

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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tricolor auto

LIMITED WARRANTY

Limited Warranty No. P148436

Stock No. P148436

A. TRANSACTION INFORMATION

Customer's Name	Customer's Phone Number	Customer's Email Address	
SALOMON VAQUERA OVIEDO	[redacted]		
Customer's Address	**City**	**State**	**ZIP**
[redacted]	[redacted]	[redacted]	[redacted]
Co-Customer's Name	**Co-Customer's Phone Number**	**Co-Customer's Email Address**	
N/A			
Co-Customer's Address	**City**	**State**	**ZIP**

Dealership's Name	Dealership's Phone Number	Dealership's Account No
Tricolor Auto	(888)448-7426	
Dealership's Address	**City**	**State**	**ZIP**
1426 W. Broadway Rd	Mesa	AZ	85202

Vehicle Year / Make / Model	Vehicle Identification Number	Vehicle Class
2019 Ford F-150	1FTEW1EP2KFC30395	Truck

Current Odometer	Effective Date	Deductible	Coverage Months	Coverage Miles
70066	11/04/2024	$99.00	24 Months	24000 Miles

Limited Warranty Term. Coverage under this Limited Warranty terminates upon either of the following, whichever occurs first: (a) expiration of the Coverage Months, as measured from the Effective Date, (b) expiration of the Coverage Miles as measured from the Current Odometer, or (c) sale of the Covered Vehicle by Customer.

This Limited Warranty and its benefits are not transferable to any other vehicle owner. All implied warranties which may arise under state law, including all implied warranties of merchantability for fitness for a particular purpose, are limited to the duration of this warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages, so the above limitations may not apply to Customer. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

I have read and understand the terms and conditions of this Limited Warranty, and agree to be bound thereby.

Salomon V.	N/A	Keylin Carias
11-05-2024 *Customer's Signature*	*Co-Customer's Signature*	*Dealership Representative's Signature*

B. DEFINITIONS

(1) "*Administrator*" means Aeverex General Agency, Inc., P.O. Box 140249, Irving, Texas 75014-0249; Toll Free: 855-880-4342.
(2) "*Breakdown*" means that event caused by the failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided however, that such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in Section G, captioned "Exclusions".
(3) "*Coverage*" means the coverage provided by this Limited Warranty.
(4) "*Covered Part*" means an item listed as a Covered Part in Section F captioned "Covered Parts".
(5) "*Covered Vehicle*" means the vehicle identified in Section A captioned "Transaction Information".
(6) "*Customer*" means the individual identified in Section A captioned "Transaction Information" as "Customer" and the individual identified in Section A as "Co-Customer", as applicable, who individually, or jointly and severally if with a Co-Customer, purchase the Covered Vehicle and receive this Limited Warranty.
(7) "*Dealership*" means the Dealership identified in Section A captioned "Transaction Information".
(8) "*Limited Warranty*" means this Limited Warranty, which is provided by the Dealership to Customer.
(9) "*Limited Warranty Term*" means the time period in which Customer is eligible to receive Coverage. The Limited Warranty Term terminates upon either of the following, whichever occurs first: (a) expiration of the Coverage Months, as measured from the Effective Date, (b) expiration of the Coverage Miles as measured from the Current Odometer, or (c) sale of the Covered Vehicle.
(10) "*Lubricated Part*" means a part that requires lubrication to perform its function.
(11) "*Tricolor Service Center*" means any Dealership service center, or such other service center as Dealership, or its assigns, may approve.

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

WLT-NR-0182-0817B-24

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AEVEREX™

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CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF SALOMÓN OVIEDO)
Full Name: Salomón Oviedo
Phone Number: [redacted]
Email: castillodayanara10@gmail.com
City and State: Phoenix, Arizona
Year, Make and Model of Vehicle: Ford F-150 2019
VIN Number: 1FTEW1EP2KFC30395
Approximate Date Vehicle Was Obtained: October 4, 2024

DECLARATION

I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2019 Ford F-150** on or about **October 4, 2024**, after learning about Tricolor through advertisements on Facebook offering trucks, which eventually led me to visit one of their dealerships.

During the purchase process, I was only asked about my employment and monthly income. At that time, I was employed.

The down payment that was made was approximately **$5,000.**

At the time of purchase, I received a copy of the contract. However, I informed them that I did not speak English, and despite this, **the contract, the documents, and the explanatory video were only in English.** I did not receive a clear explanation of how the interest, financing, or payment terms worked.

During the signing process, I was instructed to sign documents on a computer while being recorded on video, but I was not given any explanation regarding the content of the contract.

I was also required to obtain insurance through the company, which had to be maintained for at least one year at an approximate cost of **$170 per month.**

I was instructed to make payments **every two weeks of approximately $480**, which were made through an application connected to my bank account.

I was told that if I made my payments on time, I would be able to improve my credit and later exchange the vehicle for a newer or different one. However, this opportunity never materialized.

At the time I received the vehicle, it appeared to be in good condition. However, approximately **six months later**, mechanical problems began to appear, particularly an irregular movement that

seemed to come from the transmission. Because of this situation, the vehicle was used as little as possible while seeking advice.

When I attempted to visit the offices and dealerships for assistance, they were already closed and it was not possible to reach anyone by phone.

Regarding the vehicle registration, I was required to drive using temporary permits for approximately **six months**, which caused the vehicle to remain unused on several occasions while waiting for permit renewals. I never received an explanation for the delay in receiving permanent license plates.

During the time that payments were made, I observed that the balance decreased very little. The value of the vehicle was approximately **$38,600**, but the balance remained around **$37,000 to $37,900** without significant reduction during the first year.

When I attempted to obtain information about the contract or the payments that had been made, I was only told that they were recovering payments and that they could not provide additional information.

Later, the vehicle stopped being used due to mechanical problems and uncertainty about the loan situation. From that point on, payments were no longer made.

After requesting information about the loan, two trucks began appearing near my residence and were seen monitoring and following the vehicle on several consecutive days, which caused concern and discomfort.

I never received formal notification regarding changes in the administration of the loan or about the company's bankruptcy process.

At this time, I continue to receive calls and messages requesting payments and warnings about possible consequences if I do not contact them.

Other than the information described above, I have nothing further to add regarding my experience as a customer.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Signed by: S V O B11562EBC23142B...

Name: Salomón Oviedo

Date: 3/2/2026

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DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE SALOMÓN OVIEDO)
Nombre completo: Salomón Oviedo
Teléfono: [redacted]
Email: castillodayanara10@gmail.com
Ciudad y Estado: Phoenix, Arizona
Año, marca y modelo del vehículo: Ford F-150 2019
Número VIN: 1FTEW1EP2KFC30395
Fecha aproximada en que obtuvo el vehículo: 4 de octubre de 2024

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **Ford F-150 modelo 2019** aproximadamente el **4 de octubre de 2024**, después de conocer la compañía Tricolor a través de anuncios en Facebook en los que enviaban mensajes ofreciendo camionetas hasta que finalmente decidimos acudir a una de sus agencias.

Durante el proceso de compra únicamente nos preguntaron en qué trabajaba y cuánto ganaba al mes. En ese momento contaba con empleo. El pago inicial que se realizó fue de aproximadamente **$5,000 dólares**, aunque inicialmente solicitaban una cantidad mayor.

Al momento de la compra recibimos copia del contrato. Sin embargo, referimos que no hablábamos inglés y aun así **el contrato, los documentos y el video explicativo estaban únicamente en inglés.** No recibimos una explicación clara sobre cómo funcionaban los intereses ni el financiamiento.

Durante el proceso nos indicaron que debíamos firmar los documentos en una computadora mientras éramos grabados en video, pero no recibimos explicación sobre el contenido del contrato.

También adquirimos un seguro con la compañía que debía mantenerse por un mínimo de un año, con un costo aproximado de **$170 dólares mensuales.**

Se nos indicó que debíamos realizar pagos **cada quince días de aproximadamente $480 dólares**, los cuales realizábamos a través de una aplicación conectada a nuestra cuenta bancaria.

Se nos informó que si realizábamos los pagos puntualmente podríamos mejorar el crédito y posteriormente cambiar el vehículo por uno más nuevo o diferente. Sin embargo, esta posibilidad nunca se concretó.

Al momento de recibir el vehículo aparentemente se encontraba en buenas condiciones. Sin embargo, aproximadamente **seis meses después** comenzó a presentar fallas, especialmente un movimiento irregular que parecía provenir de la transmisión. Debido a esta situación se utilizó el

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vehículo lo menos posible mientras se buscaba asesoría. Cuando se intentó acudir a las oficinas y concesionarios para solicitar ayuda, estos ya se encontraban cerrados y tampoco fue posible comunicarse por teléfono.

Respecto a las placas del vehículo, fue necesario circular con permisos temporales durante aproximadamente **seis meses**, lo que ocasionó que en varias ocasiones el vehículo tuviera que permanecer detenido mientras se esperaba la renovación de los permisos. Nunca se recibió explicación sobre la demora en la entrega de las placas definitivas.

Durante el tiempo que se realizaron pagos se observó que el balance disminuía muy poco. El valor del vehículo era aproximadamente **$38,600 dólares**, pero el balance se mantenía alrededor de **$37,000 a $37,900 dólares** sin reducirse significativamente durante el primer año.

Cuando se intentó obtener información sobre el contrato o sobre los pagos realizados, únicamente indicaron que estaban recuperando pagos y que no podían proporcionar más información.

Posteriormente el vehículo dejó de utilizarse debido a los problemas mecánicos y a la incertidumbre sobre la situación del préstamo. Desde ese momento dejaron de realizarse pagos.

Después de solicitar información sobre el préstamo, comenzaron a aparecer grúas vigilando la vivienda y siguiendo el vehículo durante varios días consecutivos, lo cual generó preocupación e incomodidad.

Nunca recibí una notificación formal sobre cambios en la administración del préstamo ni sobre el proceso de bancarrota de la compañía.

Actualmente continúo recibiendo llamadas y mensajes solicitando pagos y advirtiendo posibles consecuencias si no me comunico con ellos.

Fuera de lo anterior, no tengo nada más que agregar sobre mi experiencia como cliente.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

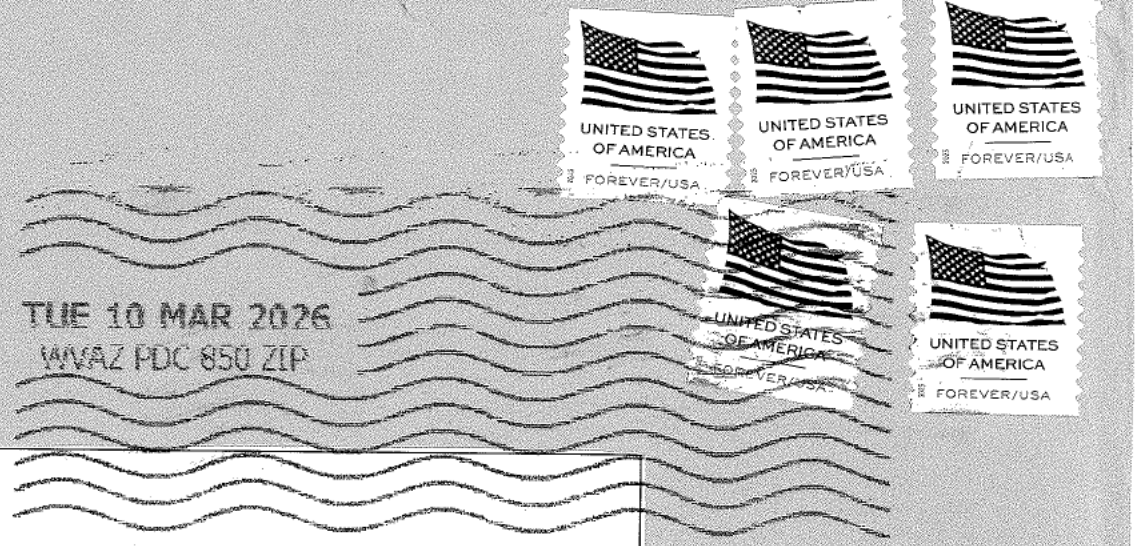
Firma: Signed by: S V O B11562EBC231428... _____

Nombre: Salomón Oviedo

Fecha: 3/2/2026 _____

Case 25-33487-mvl7 Doc 983-12 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 12 Page 1 of 53

DN 806



FROM / REMITENTE

Client Name: Judith Morffi Perez
Address: 5518 W Lamar Rd Glendale 85301
City, State, ZIP: Glendale, AZ 85301
Phone: [redacted]
Email: judithmorffi1969@gmail.com

RECEIVED
MAR 16 2026
BY:

TO / DESTINATARIO
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

Trustee's Exhibit 012

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 012

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 012

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 012

BORROWER SUMMARY LETTER

Borrower: Judith Morffi Pérez
City and State: Glendale, Arizona

To Whom It May Concern,

I am writing to provide a summary of my situation as a customer of Tricolor, since I currently appear as the borrower on **two vehicle financing contracts** associated with this company.

The vehicles financed under my name are the following:

Vehicle 1
2018 Ford Escape
VIN: 1FMCU0J98JUA54537

Vehicle 2
2021 Chevrolet Equinox
VIN: 2GNAXKEV8M6138471

I have prepared separate declarations for each vehicle in which I explain my experience and the issues I encountered during the purchase and financing processes.

One of my main concerns is that my understanding was that I would appear only as a **co-signer on one of the vehicles**, since that vehicle was primarily obtained and used by my daughter. However, after reviewing the documents, I discovered that I appear registered as the **primary borrower and owner of both vehicles**, without receiving a clear explanation for this situation.

I have made good faith efforts to understand my obligations and obtain clear information about my accounts, but I have not received clear information about who currently manages the loans or the actual balances owed.

The following documents are included with this letter:

- Client Experience Declaration – 2018 Ford Escape
- Client Experience Declaration – 2021 Chevrolet Equinox
- Exhibit A – Ford Escape
- Exhibit A – Chevrolet Equinox
- Supporting statements and documents

I submit this letter in support of my request for validation and review of the loan balances and loan ownership.

Sincerely,

Firmado por:
JMP
180A4685717E487...
Judith Morffi Pérez

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 012

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Judith Morffi Pérez
Vehicle: 2018 Ford Escape
VIN: 1FMCU0J98JUA54537
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 012

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 012

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 012

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 012

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I was informed that refinancing would be available after one year of payments. However, when I later visited the office, I was told that refinancing would only be possible after two years and with an additional down payment.

I also experienced repeated mechanical problems shortly after receiving the vehicle and had to pay for multiple repairs out of pocket due to long waiting times and poor service at the repair facility.

Trustee's Exhibit 012

Signature: Firmado por: JMP 480A4C85717E487...
Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 012

Docusign Envelope ID: 7FF3BE90-E314-467B-A111-B741A[illegible]

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Judith Morffi Pérez
Vehículo: 2018 Ford Escape
VIN: 1FMCU0J98JUA54537
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Trustee's Exhibit 012

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. **DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO**

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. **SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210**

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;

Trustee's Exhibit 012

• Todos los cargos de remolque y almacenamiento;
• Todos los cargos por rastreo o dispositivos GPS;
• Todos los cargos por modificaciones o reestructuraciones;
• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;

Trustee's Exhibit 012

8. Registros de adquisición del concesionario.

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo

Trustee's Exhibit 012

Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Se me informó que podría refinanciar el vehículo después de un año de pagos. Sin embargo, cuando posteriormente acudí a la oficina me indicaron que el refinanciamiento solo sería posible después de dos años y con un nuevo pago inicial.

También experimenté problemas mecánicos repetidos poco tiempo después de recibir el vehículo y tuve que pagar múltiples reparaciones por mi cuenta debido a los largos tiempos de espera y al mal servicio en el taller.

Trustee's Exhibit 012

Firma: Firmado por: JMP 480A4C85717E487...
Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Bumper

2018 FORD ESCAPE

1FMCU0J98JUA54537

Last reported mileage 86,862 in 03/2023

Created on 03/03/2026 16:53:47

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 7 sale listings found
- NO recalls found!

Last reported color: White Gold Metallic

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$12,950

Retail:	**$7,525**
Clean Trade-in:	**$8,400**
Rough Trade-in:	**$6,450**

Vehicle Specs

General

Made in	LOUISVILLE, UNITED STATES (USA)	**Type**	MULTIPURPOSE PASSENGER VEHICLE (MPV)

Price

MSRP	$32,140	**Invoice Price**	$30,693

Fuel

Fuel Type	G	**Fuel Capacity**	15.70
Highway Mileage	30	**City Mileage**	23

Color

Installed Color	White Gold Metallic	**Color Code**	GN

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Vehicle Details

Engine		**Trim**	Titanium
Steering Type		**Anti Brake System**	
Gross Weight		**Overall Length**	178.10
Overall Height	66.30	**Overall Width**	72.40
Standard Seating	5	**Optional Seating**	

7 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
02/26/2018 mac haik ford lincoln		$29,010		31
02/09/2018 mac haik ford lincoln		$29,510		16
02/01/2018 mac haik ford lincoln		$29,951		7
01/25/2018 mac haik ford lincoln		$33,451		7
01/09/2018 mac haik ford lincoln		$31,151		15
12/01/2017 mac haik ford lincoln		$31,651		39
11/21/2017 mac haik ford lincoln		$30,651		1

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

1 Repair Quote Reported

Reported on **10/13/2022** in

Insurance Company:

Vehicle Parts

Description	Type	Quantity	Price

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

2 Inspections Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	139
N/A	Passed	Safety	3

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	04/2018	Pflugerville, TX	$28,898	Leif Johnson Ford		Ford Motor Credit Co
#2	Used	03/2023	Baytown, TX	$25,999	Tricolor Auto Group Houston	86,862	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

3 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
09/03/2025	Titlemax
04/2018	Ford Motor Credit Co
03/2023	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

Trustee's Exhibit 012

⚠ No likely active warranties found!

⚠ 8 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Rust	unlimited miles	60 Months
Warranty roadside assistance	60000 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty powertrain - M	60000 miles	60 months
Warranty anti-corrosion	621388 miles	60 months

Possible Installed Option and Packages

- 106" wheelbase
- Voice-activated touchscreen navigation system
- Tbd gvwr
- Sync 3 communications and entertainment system
- Equipment group 400a
- 2.0l ecoboost engine
- Am/fm stereo with single-cd/mp3 player
- Sync connect
- 50-state emissions system
- Heated leather-trimmed front bucket seats
- P235/50r18 a/s bsw tires
- 6-speed automatic transmission with selectshift
- 3.07 axle ratio
- 18" sparkle silver-painted aluminum wheels

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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Limited Warranty No.
P66547

Stock No. P66547

tricolor auto

LIMITED WARRANTY

TRANSACTION INFORMATION

Customer's Name	Customer's Phone Number	Customer's Email Address		
JUDITH MORFFI	[redacted]			
Customer's Address	**City**		**State**	**ZIP**
[redacted]	[redacted]		[redacted]	[redacted]
Co-Customer's Name	**Co-Customer's Phone Number**	**Co-Customer's Email Address**		
N/A				
Co-Customer's Address	**City**		**State**	**ZIP**

Dealership's Name	Dealership's Phone Number	Dealership's Account No.	
Tricolor Auto Group	(888)448-7426		
Dealership's Address	**City**	**State**	**ZIP**
8655 Highway 6 South	Houston	TX	77083

Vehicle Year / Make / Model	Vehicle Identification Number	Vehicle Class
2018 Ford Escape	1FMCU0J98JUA54537	Suv

Current Odometer	Effective Date	Deductible	Coverage Months	Coverage Miles
86862	01/31/2023	$99.00	18	18000

Limited Warranty Term. Coverage under this Limited Warranty terminates upon either of the following, whichever occurs first: (a) expiration of the Coverage Months, as measured from the Effective Date, (b) expiration of the Coverage Miles as measured from the Current Odometer, or (c) sale of the Covered Vehicle by Customer.

This Limited Warranty and its benefits are not transferable to any other vehicle owner. All implied warranties which may arise under state law, including all implied warranties of merchantability for fitness for a particular purpose, are limited to the duration of this warranty and do not cover incidental or consequential damages. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages, so the above limitations may not apply to Customer. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state.

I have read and understand the terms and conditions of this Limited Warranty, and agree to be bound thereby.

Customer's Signature	N/A *Co-Customer's Signature*	*Dealership Representative's Signature*

DEFINITIONS

(1) "*Administrator*" means Tricolor Holdings 6021 Connection Drive, 4th Floor, Irving, TX 75039. Service Line 855-959-7467
(2) "*Breakdown*" means that event caused by the failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided however, that such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in Section G, captioned "Exclusions".
(3) "*Coverage*" means the coverage provided by this Limited Warranty.
(4) "*Covered Part*" means an item listed as a Covered Part in Section F captioned "Covered Parts".
(5) "*Covered Vehicle*" means the vehicle identified in Section A captioned "Transaction Information".
(6) "*Customer*" means the individual identified in Section A captioned "Transaction Information" as "Customer" and the individual identified in Section A as "Co-Customer", as applicable, who individually, or jointly and severally if with a Co-Customer, purchase the Covered Vehicle and receive this Limited Warranty.
(7) "*Dealership*" means the Dealership identified in Section A captioned "Transaction Information".
(8) "*Limited Warranty*" means this Limited Warranty, which is provided by the Dealership to Customer.
(9) "*Limited Warranty Term*" means the time period in which Customer is eligible to receive Coverage. The Limited Warranty Term terminates upon either of the following, whichever occurs first: (a) expiration of the Coverage Months, as measured from the Effective Date, (b) expiration of the Coverage Miles as measured from the Current Odometer, or (c) sale of the Covered Vehicle.
(10) "*Lubricated Part*" means a part that requires lubrication to perform its function.
(11) "*Tricolor Service Center*" means any Dealership service center, or such other service center as Dealership, or its assigns, may approve.

You may contact Tricolor Auto Service Line during normal business hours (Monday through Friday from 8am to 5pm CST) at the following number 855-959-7467

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Docusign Envelope ID: 7FF3BE90-E314-467B-A111-B741AC[redacted]

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JUDITH MORFFI PÉREZ)
Full Name: Judith Morffi Pérez
Phone Number: [redacted]
Email: judithmorffi1969@gmail.com
City and State: Glendale, Arizona
Year, Make and Model of Vehicle: Ford Escape 2018
VIN Number: 1FMCU0J98JUA54537
Approximate Date Vehicle Was Obtained: January 31, 2023

DECLARATION

I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2018 Ford Escape** on **January 31, 2023**, after receiving a recommendation from a friend who had previously purchased a vehicle with the same company. During the purchase process, I was asked to provide identification documents and proof of income. I presented my Mexican passport with a valid visa, invoices from my work in Mexico, and bank statements as proof of income.

The down payment that was made was approximately **$2,999.** At the time of purchase, I stated that I did not speak English; however, both the copy of the contract that was provided to me and the explanatory video shown during the signing process were only in English. I did not receive a clear explanation of how interest, financing, or payment application worked. Later, I discovered that the interest rates were very high and had not been properly explained.

The vehicle payments were made **every two weeks**, initially by phone and later through the company's website. Over time, I noticed that the balance decreased very little despite the payments that were made.

When I received the vehicle, it appeared to be in good cosmetic condition. However, approximately **one week later**, mechanical problems began to appear. The vehicle experienced interruptions in operation and was taken to the repair shop, where they indicated that an oil cleaning had been performed. Despite this, the problem continued to occur.

The vehicle was later taken back to the repair shop again, where it remained for an extended period of time without a replacement vehicle being provided. Due to the delay, it became necessary to retrieve the vehicle even though the problem had not been fully resolved.

During the time I had the vehicle, it became necessary to pay for repairs out of pocket due to poor service and long waiting times. These repairs included:

- Replacement of tires on two occasions, at an approximate cost of **$220 per tire**
- Repair of the trunk opening system for approximately **$220**
- Repairs related to injectors, carburetors, and shock absorbers at an approximate cost of **more than $800**

I was informed that after **one year** I could apply for refinancing. When I went to the Glendale office after that time, I was told that refinancing was only possible after **two years**, and that I would have to make a down payment like the original one because the payments made up to that point had mostly gone toward interest.

I learned about the company's bankruptcy process through social media and never received a formal notification from the company. After bankruptcy, I continued receiving calls and messages requesting payments. The last payment was made approximately in **November**, after which I stopped making payments because I did not have clarity regarding who was responsible for managing the loan.

Currently, I do not have knowledge of who manages my account or who holds the title to the vehicle. In addition, my daughter also obtained a vehicle through the same company, in which I was supposed to appear only as a **co-signer**, which is reflected in some documents. However, in the contract I appear registered as the **owner of two vehicles**, a situation that is significantly affecting me and for which I never received a clear explanation.

Other than the information described above, I have nothing further to add regarding my experience as a customer.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: JMP 480A4C85717E487...

Name: Judith Morffi Pérez

Date: 3/2/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JUDITH MORFFI PÉREZ)

Nombre completo: Judith Morffi Pérez
Teléfono: [redacted]
Email: judithmorffi1969@gmail.com
Ciudad y Estado: Glendale, Arizona
Año, marca y modelo del vehículo: Ford Escape 2018
Número VIN: 1FMCU0J98JUA54537
Fecha aproximada en que obtuvo el vehículo: 31 de enero de 2023

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí un **Ford Escape modelo 2018** el **31 de enero de 2023**, después de recibir la recomendación de una amistad que anteriormente había comprado un vehículo con la misma compañía. Durante el proceso de compra me solicitaron documentos de identificación y comprobantes de ingresos. Presenté mi pasaporte mexicano con visa vigente, facturas de mi trabajo en México y estados de cuenta bancarios como comprobantes de ingresos.

El pago inicial que se realizó fue de aproximadamente **$2,999 dólares.** Al momento de la compra **referí que no hablaba inglés; sin embargo, tanto la copia del contrato que me entregaron como el video explicativo que me mostraron estaban únicamente en inglés.** No recibí una explicación clara sobre cómo funcionaban los intereses, el financiamiento ni la forma en que se aplicarían los pagos. Posteriormente descubrí que los intereses eran muy altos y no habían sido explicados adecuadamente.

Los pagos del vehículo se realizaban **cada quince días**, inicialmente por teléfono y posteriormente a través de la página web. Con el tiempo observé que el balance disminuía muy poco a pesar de los pagos realizados.

Al momento de recibir el vehículo se encontraba en buen estado estético. Sin embargo, aproximadamente **una semana después** comenzaron a presentarse fallas en el motor. El vehículo presentaba interrupciones en su funcionamiento y fue llevado al taller, donde indicaron que realizaron una limpieza de aceite. A pesar de esto, el problema continuó presentándose.

Posteriormente el vehículo fue llevado nuevamente al taller, donde permaneció durante un periodo prolongado sin que ofrecieran un vehículo sustituto. Debido a la demora fue necesario recoger el vehículo sin que el problema quedara completamente solucionado.

Durante el tiempo que tuve el vehículo fue necesario pagar reparaciones por cuenta propia debido a la mala atención del servicio y a los largos tiempos de espera. Entre las reparaciones realizadas se incluyen:

- Reemplazo de llantas en dos ocasiones, con un costo aproximado de **$220 dólares por cada llanta**
- Reparación del sistema de apertura de la cajuela por aproximadamente **$220 dólares**
- Reparaciones relacionadas con inyectores, carburador y amortiguadores con un costo aproximado de **más de $800 dólares**

Se indicó que después de **un año** podría solicitar refinanciamiento. Cuando acudí a la oficina de Glendale después de ese tiempo, me informaron que el refinanciamiento sólo era posible después de **dos años**, y que debía realizar un pago inicial similar al anterior, ya que hasta ese momento los pagos realizados correspondían principalmente a intereses.

Me enteré del proceso de bancarrota de la compañía a través de redes sociales y nunca recibí una notificación formal por parte de la empresa. Después de la bancarrota continué recibiendo llamadas y mensajes solicitando pagos de manera constante. El último pago fue realizado aproximadamente en **noviembre**, después de lo cual dejé de realizar pagos debido a que no tenía claridad sobre quién debía administrar el préstamo.

Actualmente no tengo conocimiento de quién administra mi cuenta ni quién posee el título del vehículo. Además, mi hija también obtuvo un vehículo con la misma compañía, en el cual yo debía figurar únicamente como **codeudora**, lo cual se evidencia en algunos documentos. Sin embargo, **en el contrato aparezco registrada como propietaria de dos vehículos**, situación que me está afectando considerablemente y sobre la cual no recibí ninguna explicación clara.Fuera de lo anterior, no tengo nada más que agregar sobre mi experiencia como cliente.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: JMP 480A4C85717E487...

Nombre: Judith Morffi Pérez

Fecha: 3/2/2026

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 012

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Judith Morffi Pérez
Vehicle: 2021 Chevrolet Equinox
VIN: 2GNAXKEV8M6138471
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

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III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 012

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

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Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

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EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

My understanding was that I would appear only as a co-signer for this vehicle since the vehicle was primarily obtained and used by my daughter. However, after reviewing the documents, I discovered that I appear as the primary borrower and owner without receiving a clear explanation.

I never received formal notification of the company's bankruptcy and only learned about it through other people.

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Signature: Firmado por: JMP 480A4C85717E487...
Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 012

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 012

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Judith Morffi Pérez
Vehículo: 2021 Chevrolet Equinox
VIN: 2GNAXKEV8M6138471
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

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Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

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• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

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La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

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ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Mi entendimiento era que yo aparecería únicamente como codeudora de este vehículo, ya que el vehículo fue principalmente obtenido y utilizado por mi hija. Sin embargo, al revisar los documentos descubrí que aparezco como prestataria principal y propietaria sin haber recibido una explicación clara.

Nunca recibí notificación formal sobre la bancarrota de la compañía y solo me enteré a través de otras personas.

Trustee's Exhibit 012

Firma: Firmado por: JMP 480A4C85717E487...
Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

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Bumper

2021 CHEVROLET Equinox

2GNAXKEV8M6138471

Last reported mileage 64,231 in 03/2023

Created on 03/03/2026 16:56:41

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- No sale listings found
- NO recalls found!

Last reported color: Mosaic Black Metallic

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$17,775

Retail:	**$12,300**
Clean Trade-in:	**$13,300**
Rough Trade-in:	**$11,075**

Vehicle Specs

General

Made in	INGERSOLL, CANADA	**Type**	MULTIPURPOSE PASSENGER VEHICLE (MPV)

Price

MSRP	$27,500	**Invoice Price**	$26,235

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	14.90
Highway Mileage	31	**City Mileage**	26

Color

Installed Color	Mosaic Black Metallic	**Color Code**	GB8

Vehicle Details

Engine		**Trim**	LT (1LT)
Steering Type		**Anti Brake System**	
Gross Weight	4464 lbs	**Overall Length**	183.10
Overall Height	65.40	**Overall Width**	72.60
Standard Seating	5	**Optional Seating**	

No sales listings found!

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

1 Inspection Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	3

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	01/2021	Tulsa, OK	$26,605	Elco Chevrolet Cadillac		
#2	Used	03/2023	Baytown, TX	$29,740	Tricolor Auto Group Houston	64,231	Tricolor Auto Group

Title records

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This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

1 Possible Lien Record Reported

Lien Issue Date	Issuing Authority
03/2023	Tricolor Auto Group

1 Possible Impound Reported

Date	State
2025-08-15	AZ

No exports found!

No recalls found!

2 Possible Active Warranties Reported

Type	Miles	Months
Rust	100000 miles	72 Months
Warranty anti-corrosion	100000 miles	72 months

7 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Warranty powertrain - M	100000 miles	60 months
Warranty roadside assistance	100000 miles	60 months
Warranty full maintenance	12000 miles	12 months
Warranty whole vehicle - M	36000 miles	36 months

Possible Installed Option and Packages

Preferred equipment group 1lt	P225/65r17 all-season blackwall tires	8-way power driver seat adjuster	Front passenger 4-way manual seat adjuster
2-way power driver lumbar control seat adjuster	Front bucket seats	4,464 lbs (2,025 kgs) gvwr	3.50 final drive axle ratio
Chevrolet infotainment 3 system radio with am/fm	1.5l turbo dohc 4-cyl sidi vvt engine	Electronic 6-speed automatic transmission with overdrive	17" aluminum wheels

Premium cloth seat trim | Siriusxm radio | Bluetooth for phone | 2 rear usb charging-only ports
2 usb ports and auxiliary input jack | 6 speaker audio system feature | Fleet customer powertrain limited warranty

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Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.

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- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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ACUERDO DE COMPRA DE VEHÍCULO

Nombre del comprador, JUDITH MORFFI
Dirección y teléfono: [redacted]

Nombre del co-comprador, Karla Salas
Dirección y teléfono: [redacted]

Nombre del co-comprador,
Dirección y teléfono: N/A

Nombre del concesionario, Tricolor Auto Group
Dirección y teléfono: 8655 Highway 6 South Houston TX 77083 (888)448-7426

Estas definiciones se aplican a este Acuerdo: "Concesionario", "nos", "nuestro" y "nosotros" se refieren al Concesionario nombrado en este Acuerdo y que pasa a formar parte integral del mismo al aceptarlo; "Comprador", "usted" se refieren a la parte identificada como tal anteriormente; "Vehículo" es el vehículo o chasis que es objeto de este Acuerdo. "Vehículo entregado en parte de pago" es el vehículo usado que el Comprador tiene la intención de usar como parte de la contraprestación por el precio de compra del Vehículo o que de otro modo se transferirá al Concesionario.

Descripción del vehículo: por medio del presente nos compra, en virtud de los términos y condiciones especificados, el siguiente vehículo:

N.° inventario:	Año:	Marca:	Modelo:	Carrocería:
P70093	2021	Chevrolet	Equinox	Suv

Millaje:	Placa de matrícula:	Nuevo/usado:	Número de Identificación del Vehículo (Vehicle Identification Number, VIN):	Color:
64231		USED	2GNAXKEV8M6138471	Black

Accesorios opcionales
XXXX

Al divulgarle el millaje o la lectura del cuentakilómetros de este vehículo, nos hemos basado de buena fe en información escrita sobre el millaje o la lectura del cuentakilómetros del vehículo proporcionada por el propietario anterior del vehículo o una declaración de millaje que aparece en el certificado de título del vehículo emitido por el estado en el que se registró por última vez el vehículo.

INFORMACIÓN COMERCIAL

Año:	Marca:	Modelo:	Número de Identificación del Vehículo (Vehicle Identification Number, VIN):	N.° inventario:	Millaje:
N/A	N/A	N/A	N/A	N/A	N/A

INFORMACIÓN COMERCIAL

Año:	Marca:	Modelo:	Número de Identificación del Vehículo (Vehicle Identification Number, VIN):	N.° inventario:	Millaje:
N/A	N/A	N/A	N/A	N/A	N/A

Al escribir sus iniciales, declara y garantiza lo siguiente en relación con el vehículo entregado en parte de pago: JH 1. El millaje verdadero y real es el anteriormente señalado. El cuentakilómetros está funcionando en este momento y no se ha reparado ni cambiado. JH 2. El o los vehículos no han sido designados como pérdida total o irreparable por una compañía de seguros y no se les ha emitido un título de rescate, reconstruido o reacondicionado, y no han estado expuestos a daños por inundaciones.

INFORMACIÓN SOBRE EL PAGO DE GRAVÁMENES Y EL ACREEDOR PRENDARIO

Monto de pago:	N/A
Pago válido hasta:	
Pago a:	N/A
Dirección de pago:	N/A
Ciudad de pago:	N/A
Estado de pago:	N/A
Código postal de pago:	N/A
Nombre del acreedor prendario:	Tricolor Auto Group
Dirección del acreedor prendario:	6021 Connection Dr. 4t
Ciudad del acreedor prendario:	Irving
Estado del acreedor prendario:	TX
Código postal del acreedor prendario:	75039
Fecha del gravamen:	01/31/2023

***UN CARGO ADMINISTRATIVO NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO ADMINISTRATIVO, PERO ESTE PODRÍA COBRARSE A LOS COMPRADORES POR LA GESTIÓN DE LA DOCUMENTACIÓN RELACIONADA CON LA VENTA. UN CARGO ADMINISTRATIVO NO PUEDE SER SUPERIOR A UN MONTO RAZONABLE ACORDADO POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.**

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****El Impuesto al inventario del concesionario tiene por finalidad reembolsarle al concesionario los impuestos *ad valorem* sobre su inventario de vehículos motorizados. Este gasto, que el concesionario paga al tasador/recaudador de impuestos del condado, no es un impuesto que el gobierno aplica a un consumidor, y no es necesario que el concesionario lo cobre al consumidor.**

DESGLOSE

Precio al contado del vehículo	$ 29,740.00
Accesorios	$ 0.00
Cargo administrativo*	$ 150.00
Impuesto al inventario del concesionario**	$ 57.96
N/A	$ 0.00
Sales Tax	$ 1,858.75
Title Fee	$ 40.00
N/A	$ 0.00
License Fee	$ 62.25
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
PRECIO AL CONTADO TOTAL	$ 31,908.96
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
Monto del vehículo entregado en parte de pago	$ 0.00
Monto del pago del vehículo entregado en parte de pago	$ 0.00
Devolución al cliente	$ 0.00
Efectivo pagado al comprador por el vehículo entregado en parte de pago	$ 0.00
Pago inicial en efectivo	$ 5,000.00
Otro pago inicial	$ 0.00
Pago inicial diferido	$ 0.00
PAGO INICIAL TOTAL	$ 5,000.00
SALDO ADEUDADO	$ 26,908.96

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CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF JUDITH MORFFI PÉREZ)
Full Name: Judith Morffi Pérez
Phone Number: [redacted]
Email: judithmorffi1969@gmail.com
City and State: Glendale, Arizona
Year, Make and Model of Vehicle: Chevrolet Equinox 2021
VIN Number: 2GNAXKEV8M6138471
Approximate Date Vehicle Was Obtained: January 31, 2023

DECLARATION

I submit this declaration to document my experience with Tricolor in relation to the purchase and financing of another vehicle that appears under my name.

Although this vehicle was primarily selected and managed by my daughter Karla, I appear as the borrower on the contract and therefore this declaration is made based on my knowledge and on the information handled on my behalf during the purchase and financing process.

I obtained a 2021 Chevrolet Equinox on or about January 31, 2023, after learning about Tricolor through one of their sales representatives who promoted vehicles on Facebook.

During the purchase process, I was asked about employment and income and a down payment of approximately $5,000 was requested.

After completing the purchase, I received payment receipts and later received a copy of the contract. Although I received a copy of the contract, I did not receive a clear explanation of how the financing, interest, or payment application worked. The purchase process lasted several hours, and we left the dealership late at night, which made it difficult to carefully review the documents before signing.

My understanding was that I would appear only as a co-signer for this vehicle, since the vehicle was primarily obtained and used by my daughter Karla. However, after reviewing the documents, I discovered that I appear as the primary borrower and owner of the vehicle. This situation is similar to what occurred with another vehicle financed through the same company, and I was never given a clear explanation about why I was registered as the owner of more than one vehicle.

During the purchase process, I was told that if I maintained the insurance with the company, mechanical problems and maintenance services would be covered. However, when mechanical problems appeared, the warranty was not honored and the repairs had to be paid out of pocket.

At the time I received the vehicle it appeared to be in good condition. However, approximately two weeks later the check engine light came on and mechanical problems began to appear. The repairs had to be paid out of pocket because the warranty services were not provided.

The vehicle payments were approximately $260 every two weeks, in addition to insurance charges that were billed separately. Payments were made online.

Over time, I observed that the balance did not decrease significantly despite the payments that were made.

I learned about the company's bankruptcy through a friend and never received a formal notification from the company.

After the bankruptcy, I continued receiving calls and messages stating that the vehicle could be repossessed and offering options to avoid losing the vehicle.

Currently, I do not have clear information about who manages the loan or the exact balance owed.

When I moved to Arizona, I visited a Tricolor dealership to request refinancing and assistance with the vehicle problems. I was told that because the vehicle had been purchased in Houston, they could not assist me and that I had to contact the Houston office.

Other than the information described above, I have nothing further to add regarding my experience as a customer.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: JMP 480A4C85717E487...

Name: Judith Morffi Pérez

Date: 3/2/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE JUDITH MORFFI PÉREZ)

Nombre completo: Judith Morffi Pérez
Teléfono: [redacted]
Email: judithmorffi1969@gmail.com
Ciudad y Estado: Glendale, Arizona
Año, marca y modelo del vehículo: Chevrolet Equinox 2021
Número VIN: 2GNAXKEV8M6138471
Fecha aproximada en que obtuvo el vehículo: 31 de enero de 2023

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia con la compañía Tricolor en relación con la compra y financiamiento de otro vehículo que aparece bajo mi nombre.

Aunque este vehículo fue principalmente seleccionado y gestionado por mi hija Karla, yo aparezco como prestataria en el contrato, por lo que esta declaración se realiza con base en mi conocimiento y en la información manejada en mi nombre durante el proceso de compra y financiamiento.

Adquirí un Chevrolet Equinox modelo 2021 aproximadamente el 31 de enero de 2023 después de conocer la compañía Tricolor a través de una de sus vendedoras que promocionaba los vehículos en Facebook.

Durante el proceso de compra me preguntaron sobre el trabajo y los ingresos, y se solicitó un pago inicial aproximado de $5,000 dólares.

Después de completar la compra recibí recibos de pago y posteriormente copia del contrato. Aunque recibí copia del contrato, no recibí una explicación clara sobre cómo funcionaban el financiamiento, los intereses ni la aplicación de los pagos. El proceso de compra tomó varias horas y salimos del concesionario tarde en la noche, lo que dificultó revisar cuidadosamente los documentos antes de firmarlos.

Mi entendimiento era que yo aparecería únicamente como codeudora de este vehículo, ya que el vehículo fue principalmente obtenido y utilizado por mi hija Karla. Sin embargo, al revisar los documentos descubrí que aparezco como prestataria principal y propietaria del vehículo. Esta situación es similar a lo ocurrido con otro vehículo financiado con la misma compañía, y nunca recibí una explicación clara sobre por qué fui registrada como propietaria de más de un vehículo.

Durante el proceso de compra se me indicó que si mantenía el seguro con la compañía los daños mecánicos y servicios de mantenimiento estarían cubiertos. Sin embargo, cuando comenzaron los problemas mecánicos la garantía no fue respetada y las reparaciones tuvieron que ser pagadas por cuenta propia.

Al momento de recibir el vehículo aparentemente se encontraba en buenas condiciones. Sin embargo, aproximadamente dos semanas después se encendió la luz de **check engine** y comenzaron a presentarse problemas mecánicos. Las reparaciones tuvieron que ser pagadas por mi cuenta debido a que no se proporcionó el servicio de garantía.

Los pagos del vehículo eran aproximadamente de $260 dólares cada quince días, además de los cargos del seguro que se cobraban por separado. Los pagos se realizaban en línea.

Con el tiempo observé que el balance disminuía muy poco a pesar de los pagos realizados.

Me enteré del proceso de bancarrota de la compañía a través de un amigo y nunca recibí una notificación formal por parte de la empresa.

Después de la bancarrota continué recibiendo llamadas y mensajes indicando que el vehículo podría ser reposicionado y ofreciendo opciones para evitar perderlo.

Actualmente no tengo claridad sobre quién administra el préstamo ni sobre el balance real de la deuda.

Cuando me mudé a Arizona acudí a una agencia de Tricolor para solicitar refinanciamiento y ayuda con los problemas del vehículo, pero me indicaron que como el vehículo había sido adquirido en Houston no podían ayudarme y debía comunicarme con esa oficina.

Fuera de lo anterior, no tengo nada más que agregar sobre mi experiencia como cliente.

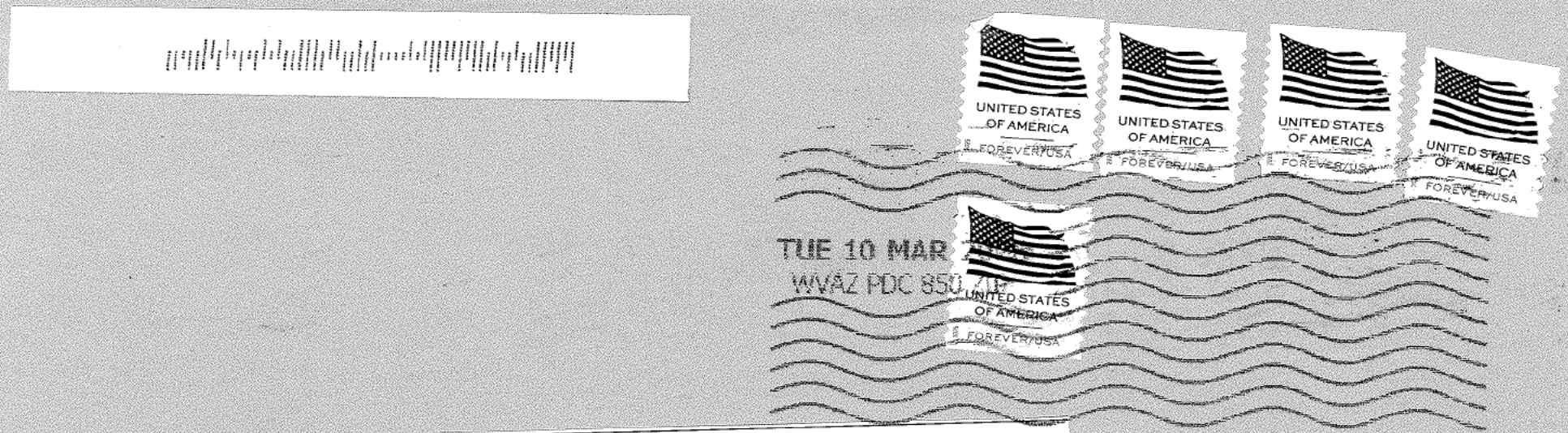
Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Firmado por: JMP 480A4C85717E487... _____

Nombre: Judith Morffi Pérez

Fecha: 3/2/2026 _____

Case 25-33487-mvl7 Doc 983-13 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 13 Page 1 of 28



FROM / REMITENTE

Client Name: Hector Javier Fuentes Polanco
Address: [redacted]
City, State, ZIP: [redacted]
Phone: [redacted]
Email: [redacted]

TO / DESTINATARIO

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

RECEIVED
MAR 16 2026
BY: _____

Trustee's Exhibit 013

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 013

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 013

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 013

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/2/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 013

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Héctor Javier Fuentes Polanco
Vehicle: RAM 1500 CLASSIC 2019
VIN: 1C6RR6LT6KS528971
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Borrower demands proof of secured-party status prior to any repossession activity.

Trustee's Exhibit 013

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;
- Identification of all third-party vendors;

Trustee's Exhibit 013

- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Trustee's Exhibit 013

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 013

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

After more than two years of making payments, I noticed irregularities in my account. The accumulated interest had been fully paid, and the balance had reached zero after I had paid approximately $11,160.60 in interest. However, shortly afterward the interest began increasing again without explanation.

Later, I received a notice that my account would be handled by another company after the Tricolor bankruptcy. I attempted to contact the new company by phone and email but never received a response.

Trustee's Exhibit 013

Signature: Firmado por: 86B712411C7D43F...
Date: 3/2/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/2/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 013

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Héctor Javier Fuentes Polanco
Vehículo: RAM 1500 CLASSIC 2019
VIN: 1C6RR6LT6KS528971
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 013

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 013

- Notas internas de administración y servicio relacionadas con el cálculo del saldo;
- Cualquier cancelación contable (charge-offs) o ajustes internos;
- Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
- Identificación de todos los proveedores o terceros involucrados;
- Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 013

La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

Trustee's Exhibit 013

ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro: Después de más de dos años realizando pagos, observé irregularidades en mi cuenta. El acumulado de intereses había sido completamente pagado y el balance había quedado en cero después de haber pagado aproximadamente $11,160.60 en intereses. Sin embargo, poco tiempo después los intereses comenzaron a aumentar nuevamente sin explicación.

Posteriormente recibí un aviso indicando que mi cuenta sería administrada por otra compañía después de la bancarrota de Tricolor. Intenté comunicarme con la nueva compañía por teléfono y correo electrónico, pero nunca recibí respuesta.

Trustee's Exhibit 013

Firma: Firmado por: [signature] 88B712411C7D43F...
Fecha: 3/2/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Bumper

2019 RAM RAM PICKUP 1500 CLASSIC

1C6RR6LT6KS528971

Last reported mileage 47,024 in 02/2023

Created on 03/03/2026 17:54:25

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 11 sale listings found
- NO recalls found!

Last reported color: Bright White Clearcoat

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$28,725

Retail:	**$22,175**
Clean Trade-in:	**$23,475**
Rough Trade-in:	**$20,600**

Vehicle Specs

General

Made in	WARREN, UNITED STATES (USA)	**Type**	TRUCK

Price

MSRP	$41,540	**Invoice Price**	N/A

Fuel

Fuel Type	G	**Fuel Capacity**	
Highway Mileage	22 miles/gallon	**City Mileage**	15 miles/gallon

Color

Installed Color	Bright White Clearcoat	**Color Code**	PW7

Trustee's Exhibit 013

Vehicle Details

Engine		**Trim**	SLT
Steering Type		**Anti Brake System**	
Gross Weight	6800 lbs	**Overall Length**	229 inches
Overall Height	76.9 inches	**Overall Width**	79.4 inches
Standard Seating	5	**Optional Seating**	

11 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
09/02/2021 Vroom		$33,499	15,214	7
08/31/2021 Vroom		$34,999	15,214	1
08/27/2021 Vroom		$35,499	15,214	3
08/25/2021 Vroom		N/A	15,214	0
08/23/2021 Vroom		$37,499	15,214	0
08/21/2021 Vroom		$36,999	15,214	0
08/14/2021 Vroom		$38,499	15,214	5
08/07/2021 Vroom		$39,499	15,214	5
08/03/2021 Vroom		$39,499	15,053	2
12/12/2018 mid county chrysler dodge jeep ram		$30,551		104
11/01/2018 mid county chrysler dodge jeep ram		$32,970		37

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

2 Inspections Reported

Date	Overall Inspection Report	Type	Odometer
N/A	Passed	Safety	13,635
N/A	Passed	Safety	5

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	04/2019	Groves, TX	$35,300	Bolton Chrysler Dodge Jeep Ram Fiat		Five Point Cu
#2	Used	11/2021	Redfield, AR	$33,649	Unidentified Seller	15,214	Unidentified Lienholder
#3	Used	02/2023	Austin, TX	$38,999	Tricolor Auto Group Austin	47,024	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

3 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
04/2019	Five Point Cu
11/2021	Unidentified Lienholder
02/2023	Tricolor Auto Group

No impounds found!

No exports found!

Trustee's Exhibit 013

No recalls found!

No likely active warranties found!

4 Possible Expired Warranties Reported

Type	Miles	Months
Warranty anti-corrosion	621388 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty roadside assistance	60000 miles	60 months
Warranty powertrain - M	60000 miles	60 months

Possible Installed Option and Packages

- Quick order package 27r lone star
- Rear 60/40 split folding seat
- 8-speed automatic transmission
- Rear view auto dim mirror
- Gps antenna input
- Led bed lighting
- Lone star badge
- Google android auto
- Remote usb port - charge only
- P275/60r20 owl all season tires
- Tip start
- Humidity sensor
- Lone star regional package
- Full length upgraded floor console
- 3.21 rear axle ratio
- Air conditioning atc with dual zone control
- Power lumbar adjust
- Security alarm
- 50 state emissions
- Usb host flip
- Siriusxm satellite radio
- Uconnect 4c radio with 8.4" display
- Class iv receiver hitch
- Electronic shift
- Bucket seats
- Overhead console with garage door opener
- 5.7l v8 hemi mds vvt engine
- Cluster 7.0" tft color display
- Power 10-way driver seat
- Active grille shutters
- Dual rear exhaust with bright tips
- 8.4" touchscreen display
- Media hub (2 usb, aux)
- 20" x 8" aluminum chrome clad wheels
- Universal garage door opener
- 6,800 lbs gvwr
- Rear floor mats
- Folding flat load floor storage
- Rear power sliding window
- 115v auxiliary power outlet
- Power-folding mirrors
- Premium cloth bucket seats
- Hd radio
- Apple carplay
- 1-year siriusxm guardian trial
- Parksense front/rear park assist system
- Integrated voice command with bluetooth

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.

NMVTIS®
National Motor Vehicle Title Information System

NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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ACUERDO DE COMPRA DE VEHÍCULO

Nombre del comprador: Hector Fuentes
Dirección y teléfono: [redacted]
Nombre del co-comprador:
Dirección y teléfono: N/A
Nombre del co-comprador:
Dirección y teléfono: N/A
Nombre del concesionario: Tricolor Auto Group
Dirección y teléfono: 7417 N. I.H. 35 Austin TX 78752 (888)448-7426

Estas definiciones se aplican a este Acuerdo: "Concesionario", "nos", "nuestro" y "nosotros" se refieren al Concesionario nombrado en este Acuerdo y que pasa a formar parte integral del mismo al aceptarlo. "Comprador" y "usted" se refieren a la parte identificada como tal anteriormente; "Vehículo" es el vehículo o chasis que es objeto de este Acuerdo. "Vehículo entregado en parte de pago" es el vehículo usado que el Comprador tiene la intención de usar como parte de la contraprestación por el precio de compra del Vehículo o que de otro modo se transferirá al Concesionario.

Descripción del vehículo: por medio del presente nos compra, en virtud de los términos y condiciones especificados, el siguiente vehículo:

N.° inventario: P64272	Año: 2019	Marca: RAM	Nuevo/usado: USED	Modelo: 1500 Classic
Carrocería: CREW CAB PICKUP 4-	Millaje: 47024	Placa de matrícula:	Accesorios opcionales: XXXX	Número de Identificación del Vehículo (Vehicle Identification Number, VIN): 1C6RR6LT6KS528971
Color: Bright White Clear				

Al divulgarle el millaje o la lectura del cuentakilómetros de este vehículo, nos hemos basado de buena fe en información escrita sobre el millaje o la lectura del cuentakilómetros del vehículo proporcionada por el propietario anterior del vehículo o una declaración de millaje que aparece en el certificado de título del vehículo emitido por el estado en el que se registró por última vez el vehículo.

INFORMACIÓN COMERCIAL

Año: N/A	Marca: N/A	Modelo: N/A			
Número de Identificación del Vehículo (Vehicle Identification Number, VIN): N/A	N.° inventario: N/A	Millaje: N/A			

INFORMACIÓN COMERCIAL

Año: N/A	Marca: N/A	Modelo: N/A			
Número de Identificación del Vehículo (Vehicle Identification Number, VIN): N/A	N.° inventario: N/A	Millaje: N/A			

Al escribir sus iniciales, declara y garantiza lo siguiente en relación con el vehículo entregado en parte de pago: HF 1. El millaje verdadero y real es el anteriormente señalado. El cuentakilómetros está funcionando en este momento y no se ha reparado ni cambiado. HF 2. El o los vehículos no han sido designados como pérdida total o irreparable por una compañía de seguros y no se les ha emitido un título de rescate, reconstruido o reacondicionado, y no han estado expuestos a daños por inundaciones.

INFORMACIÓN SOBRE EL PAGO DE GRAVÁMENES Y EL ACREEDOR PRENDARIO

Monto de pago:	N/A
Pago válido hasta:	
Pago a:	N/A
Dirección de pago:	N/A
Ciudad de pago:	N/A
Estado de pago:	N/A
Código postal de pago:	N/A
Nombre del acreedor prendario:	Tricolor Auto Group
Dirección del acreedor prendario:	6021 Connection Dr. 4t
Ciudad del acreedor prendario:	Irving
Estado del acreedor prendario:	TX
Código postal del acreedor prendario:	75039
Fecha del gravamen:	12/02/2022

DESGLOSE

Precio al contado del vehículo	$ 38,999.00
Accesorios	$ 0.00
Cargo administrativo*	$ 150.00
Impuesto al inventario del concesionario**	$ 71.80
N/A	$ 0.00
Sales Tax	$ 2,437.44
Title Fee	$ 40.00
N/A	$ 0.00
License Fee	$ 60.75
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
PRECIO AL CONTADO TOTAL	$ 41,758.99
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
Monto del vehículo entregado en parte de pago	$ 0.00
Monto del pago del vehículo entregado en parte de pago	$ 0.00
Devolución al cliente	$ 0.00
Efectivo pagado al comprador por el vehículo entregado en parte de pago	$ 4,100.00
Pago inicial en efectivo	$ 0.00
Otro pago inicial	$ 0.00
Pago inicial diferido	$ 4,100.00
PAGO INICIAL TOTAL	$ 37,658.99
SALDO ADEUDADO	

***UN CARGO ADMINISTRATIVO NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO ADMINISTRATIVO, PERO ESTE PODRÍA COBRARSE A LOS COMPRADORES POR LA GESTIÓN DE LA DOCUMENTACIÓN RELACIONADA CON LA VENTA. UN CARGO ADMINISTRATIVO NO PUEDE SER SUPERIOR A UN MONTO RAZONABLE ACORDADO POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.**

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****El Impuesto al inventario del concesionario tiene por finalidad reembolsarle al concesionario los impuestos *ad valorem* sobre su inventario de vehículos motorizados. Este gasto, que el concesionario paga al tasador/recaudador de impuestos del condado, no es un impuesto que el gobierno aplica a un consumidor, y no es necesario que el concesionario lo cobre al consumidor.**

Iniciales del cliente HF

Trustee's Exhibit 013

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF HÉCTOR JAVIER FUENTES POLANCO)
Full Name: Héctor Javier Fuentes Polanco
Phone Number: [redacted]
Email: [redacted]
City and State: [redacted]
Year, Make and Model of Vehicle: RAM 2019 HEMI 5.7 Classic
VIN Number: 1C6RR6LT6KS528971
Approximate Date Vehicle Was Obtained: December 2, 2022

DECLARATION

My name is **Héctor Javier Fuentes Polanco**, and I submit this declaration for the purpose of documenting my experience with **Tricolor** in relation to the purchase and financing of my vehicle.

I obtained a **2019 RAM HEMI 5.7 Classic** on or about **December 2, 2022**. I became aware of Tricolor after passing by one of their offices and deciding to stop to request information about the vehicles available.

During the purchase process, I was asked what type of vehicle I was looking for and I was shown several options, among which I selected the RAM truck that I ultimately purchased. The down payment I made for the vehicle was approximately **$4,100.** I did receive the vehicle's license plates and stickers.

I signed several documents during the purchase process, but the information was in English and the person assisting me told me not to pay much attention to what the documents said. The only copy I received was a vehicle purchase agreement, and I never received a complete copy of the contract.

During the process, I was asked whether I had a job and I answered that I did. However, I did not receive a clear explanation of how the financing worked, including interest rates or payment terms. The only warranty offered to me was coverage for the engine and transmission in case of damage. In practice, I was never able to use this warranty because when I attempted to contact the company I did not receive any response.

I was also required to pay insurance through them, which cost approximately **between $50 and $65 every two weeks.**

During the first months the vehicle functioned normally, but approximately **after one and a half years** mechanical problems began to appear. Among the problems detected were issues with the fuel pump that required replacement of the fuel tank, as well as possible internal engine problems that could become expensive to repair. These repairs had to be paid for by me.

After more than two years of making payments, I noticed irregularities in my account. The accumulated interest had been fully paid and the balance had reached zero, after I had paid approximately **$11,160.60 in accumulated interest.**

However, days later when I checked my account again, the accumulated interest began increasing again without explanation. Initially a balance of approximately **$13.62** appeared, and later the balance increased to approximately **$197.49**, without me understanding the reason for these increases.

Later, I received an email informing me that my account would be handled by another company after Tricolor's bankruptcy process, **approximately three months after Tricolor had already filed for bankruptcy.** I attempted to contact **Vervent** by phone and email, but I never received a response.

Other than the information described above, I have nothing further to add regarding my experience as a customer.

I declare under penalty of perjury that all the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Firmado por: 86B712411C7D43F...

Name: Héctor Javier Fuentes Polanco

Date: 3/2/2026

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE HÉCTOR JAVIER FUENTES POLANCO)
Nombre completo: Héctor Javier Fuentes Polanco
Teléfono: [redacted]
Email: [redacted]
Ciudad y Estado: [redacted]
Año, marca y modelo del vehículo: RAM 2019 HEMI 5.7 Classic
Número VIN: 1C6RR6LT6KS528971
Fecha aproximada en que obtuvo el vehículo: 2 de diciembre de 2022

DECLARACIÓN

Mi nombre es **Héctor Javier Fuentes Polanco** y presento esta declaración con el propósito de documentar mi experiencia con la compañía **Tricolor** en relación con la compra y financiamiento de mi vehículo.

Adquirí una **RAM 2019 HEMI 5.7 Classic** aproximadamente el **2 de diciembre de 2022**. Conocí la compañía Tricolor al pasar cerca de una de sus oficinas y decidir detenerme para solicitar información sobre los vehículos disponibles.

Durante el proceso de compra me preguntaron qué tipo de vehículo estaba buscando y posteriormente me mostraron varias opciones, entre las cuales elegí la camioneta RAM que finalmente adquirí. El pago inicial que entregué por el vehículo fue aproximadamente de **$4,100 dólares.** Sí recibí las placas y stickers del vehículo.

Firmé varios documentos durante la compra, pero la información estaba en inglés y la persona que me atendió me indicó que no pusiera mucha atención a lo que decían los documentos. La única copia que recibí fue un acuerdo de compra del vehículo y nunca recibí una copia completa del contrato.

Durante el proceso me preguntaron si tenía trabajo y respondí que sí. Sin embargo, no recibí una explicación clara sobre cómo funcionaba el financiamiento, las tasas de interés o los pagos del préstamo. La única garantía que me ofrecieron fue cobertura para el motor y la transmisión en caso de daño. Sin embargo, en la práctica nunca logré utilizar esa garantía porque cuando intentaba comunicarme con la compañía no recibía respuesta.

También me hicieron pagar un seguro con ellos que costaba aproximadamente entre **$50 y $65 dólares cada quincena.**

Durante los primeros meses el vehículo funcionó normalmente, pero aproximadamente **después de un año y medio** comenzaron a presentarse problemas mecánicos. Entre los problemas detectados estaban fallas en la bomba de gasolina que requerían el reemplazo completo del tanque,

así como posibles daños internos del motor que podrían resultar costosos de reparar. Estos arreglos tuve que cubrirlos por mi cuenta.

Después de más de dos años realizando pagos, observé irregularidades en mi cuenta. El acumulado de intereses había sido completamente pagado y el balance había quedado en cero, habiendo pagado aproximadamente **$11,160.60 dólares en intereses acumulados.**

Sin embargo, días después de revisar la cuenta nuevamente, el acumulado de intereses comenzó a aumentar otra vez sin explicación. Inicialmente apareció un saldo de aproximadamente **$13.62 dólares**, y posteriormente el saldo aumentó hasta aproximadamente **$197.49 dólares**, sin que yo entendiera la razón de esos incrementos.

Posteriormente recibí un correo electrónico informando que mi cuenta sería administrada por otra compañía después del proceso de bancarrota de Tricolor 3 meses después de que tricolor ya estuviera en bancarrota. Intenté comunicarme con la compañía Vervent tanto por teléfono como por correo electrónico, pero nunca recibí respuesta.

Fuera de lo anterior, no tengo nada más que agregar sobre mi experiencia como cliente.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

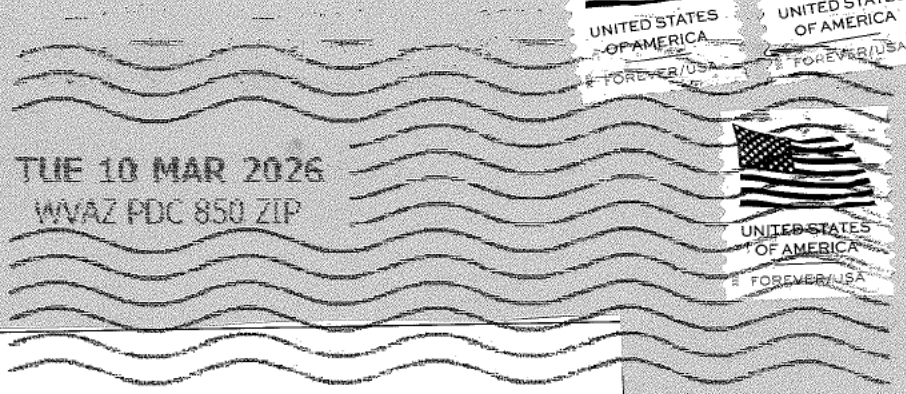
Firma: Firmado por: 86B712411C7D43F...

Nombre: Héctor Javier Fuentes Polanco

Fecha: 3/2/2026

Case 25-33487-mvl7 Doc 983-14 Filed 03/31/26 Entered 03/31/26 15:49:29 Desc
Exhibit 14 Page 1 of 30







FROM / REMITENTE

Client Name: Laura Imelda Ramos
Address: [redacted]
City, State, ZIP: [redacted]
Phone: [redacted]
Email: [redacted]

RECEIVED
MAR 16 20
BY:

TO / DESTINATARIO

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

Trustee's Exhibit 014

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 014

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 014

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 014

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/4/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 014

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Laura Imelda Ramos Galván
Vehicle: 2020 Toyota Corolla
VIN: 5YFS4RCEXLP015415
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Trustee's Exhibit 014

Borrower demands proof of secured-party status prior to any repossession activity.

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;

Trustee's Exhibit 014

- Identification of all third-party vendors;
- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

Trustee's Exhibit 014

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 014

EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

I provided a $5,000 down payment when purchasing the vehicle, but the contract only reflected $3,350. I was told the remaining amount would appear later when I returned to pick up the license plates, but the difference was never reflected in any documentation.

I was also informed after more than two years of making payments that the remaining balance was approximately $28,000, and I was never given a clear explanation of the actual vehicle price or how the balance was calculated.

Trustee's Exhibit 014

Docusign Envelope ID: A3040860-D79E-4B05-9129-543243D5915B

Signature: Signed by: Laura Imelda Ramos 88E0A859008645D...

Date: 3/4/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

Trustee's Exhibit 014

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/4/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

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Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Laura Imelda Ramos Galván
Vehículo: 2020 Toyota Corolla
VIN: 5YFS4RCEXLP015415
No. de Cuenta: No disponible

I. **DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS**

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. **AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL**

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

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Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

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• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

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La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

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ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Entregué un enganche de $5,000 dólares al momento de comprar el vehículo, pero en el contrato únicamente aparece reflejado un enganche de $3,350 dólares. Me dijeron que el resto del dinero aparecería cuando regresara a recoger las placas, pero esa diferencia nunca fue reflejada en ningún documento.

Después de más de dos años realizando pagos, se me informó que el balance pendiente del vehículo era aproximadamente $28,000 dólares, y nunca recibí una explicación clara sobre el valor real del vehículo ni sobre cómo se estaba calculando ese balance.

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Firma: Signed by: Laura Imelda Ramos 88E0A859008645D...

Fecha: 3/4/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

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Bumper

2020 TOYOTA Corolla

5YFS4RCEXLP015415

Last reported mileage 47,000 in 09/2023

Created on 03/04/2026 18:28:25

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- 48 sale listings found
- NO recalls found!

Last reported color: Barcelona Red Met

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$17,900

Retail:	**$13,625**
Clean Trade-in:	**$14,525**
Rough Trade-in:	**$12,525**

Vehicle Specs

General

Made in	BLUE SPRINGS, UNITED STATES (USA)	**Type**	PASSENGER CAR

Price

MSRP	$22,050	**Invoice Price**	$20,417

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	13.20
Highway Mileage	40	**City Mileage**	31

Color

Installed Color	Barcelona Red Met	**Color Code**	3R3

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Vehicle Details

Engine		**Trim**	SE, CVT
Steering Type		**Anti Brake System**	
Gross Weight		**Overall Length**	182.50
Overall Height	56.50	**Overall Width**	70.10
Standard Seating	5	**Optional Seating**	

48 Possible Sales Listings Reported

Date	Type	Price	Mileage	Days on Market
09/02/2023 Tricolor Auto - Lbj Fwy		$31,499	47,000	5
04/26/2023 Auctioncarz		$20,125	46,266	0
04/26/2023 Toyota Of Rockwall		$21,634	46,192	0
03/31/2023 Toyota Of Rockwall		$22,244	46,192	25
03/29/2023 Toyota Of Rockwall		$22,782	46,192	1
03/24/2023 Toyota Of Rockwall		$22,782	46,190	4
06/27/2021 Mojave Auto Group		$24,989	12,906	0
06/26/2021 Mojavenissanof Barstow		$24,989	12,906	0
06/26/2021 Mojave Ford Of Barstow		$24,989	12,906	0
06/26/2021 Mojave Chrysler Dodge Jeep Ram Of Barstow		$24,989	12,906	0
06/26/2021 Mojave Toyota Of Barstow		$24,989	12,906	0
04/11/2021 Mojave Auto Group		$24,989	12,480	76
04/10/2021 Mojavenissanof Barstow		$24,989	12,480	76
04/10/2021 Mojave Ford Of Barstow		$24,989	12,480	76
04/10/2021 Mojave Chrysler Dodge Jeep Ram Of Barstow		$24,989	12,480	76
04/10/2021 Mojave Toyota Of Barstow		$24,989	12,480	76

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03/19/2021 Mojave Auto Group	$24,989	12,321	22
03/18/2021 Mojave Toyota Of Barstow	$24,989	12,321	22
03/18/2021 Mojavenissanof Barstow	$24,989	12,321	22
03/18/2021 Mojave Ford Of Barstow	$24,989	12,321	22
03/18/2021 Mojave Chrysler Dodge Jeep Ram Of Barstow	$24,989	12,321	22
09/16/2020 Mojave Chrysler Dodge Jeep Ram Of Barstow	$24,989	12,321	43
09/15/2020 Mojave Toyota Of Barstow	$24,989	12,321	44
09/15/2020 Mojave Ford Of Barstow	$24,989	12,321	44
09/15/2020 Mojave Nissan Of Barstow	$24,989	12,321	45
09/15/2020 Mojave Auto Group	$24,989	12,321	44
09/06/2020 Mojave Toyota Of Barstow	$24,989	12,319	8
09/05/2020 Mojave Chrysler Dodge Jeep Ram Of Barstow	$24,989	12,319	10
09/05/2020 Mojave Auto Group	$24,989	12,319	9
09/05/2020 Mojave Nissan Of Barstow	$24,989	12,319	9
09/05/2020 Mojave Ford Of Barstow	$24,989	12,319	9
08/04/2020 Westcoast Auto Sales	$18,196	12,310	3
08/03/2020 Westcoast Auto Sales	$19,358	12,310	0
08/01/2020 Westcoast Auto Sales	$18,390	12,310	1
07/29/2020 Westcoast Auto Sales	$18,583	12,310	2
07/28/2020 Westcoast Auto Sales	$18,584	12,310	0
07/24/2020 Westcoast Auto Sales	$18,777	12,310	2
07/17/2020 Westcoast Auto Sales	$18,970	12,310	1
07/09/2020 Westcoast Auto Sales	$19,888	12,310	4

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07/06/2020 Westcoast Auto Sales	$18,867	12,310	2
07/05/2020 Westcoast Auto Sales	$18,868	12,310	0
07/04/2020 Westcoast Auto Sales	$19,070	12,310	0
07/03/2020 Westcoast Auto Sales	$19,273	12,310	0
07/01/2020 Westcoast Auto Sales	$17,748	12,310	1
06/27/2020 Westcoast Auto Sales	$17,933	12,310	3
06/26/2020 Westcoast Auto Sales	$18,088	12,310	0
06/25/2020 Westcoast Auto Sales	$18,488	12,310	0
06/19/2020 Westcoast Auto Sales	$18,118	12,310	2

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	07/2019	South San Francisco, CA	N/A	Fremont Toyota		Bny Mellon Trust Co

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#2	Used	08/2021	Barstow, CA	N/A	Mojave Chrysler, Dodge, Jeep, Ram & Toyota Of Barstow	12,906	Schoolsfirst Cu
#3	Used	07/2023	Mercedes, TX	$31,299	Tricolor Auto Group Mcallen	46,424	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

3 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
07/2019	Bny Mellon Trust Co
08/2021	Schoolsfirst Cu
07/2023	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

9 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	unlimited miles	36 Months
Rust	unlimited miles	60 Months
Warranty anti-corrosion	621388 miles	60 months
Warranty powertrain - M	60000 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty roadside assistance	621388 miles	24 months
Warranty full maintenance	25000 miles	24 months

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Possible Installed Option and Packages

Premium fabric seat trim	50 state emissions	2.0l i-4 dohc 16-valve engine	Am/fm audio with navigation radio
Front sport seats	Dynamic shift cvt transmission	P225/40r18 all-season tires	18" machined alloy wheels

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

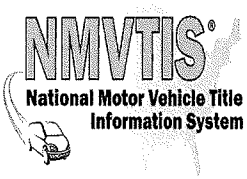
Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.



NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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Application for Texas Title and/or Registration

Applying for (please check one): ☒ Title & Registration ☐ Title Only ☐ Registration Purposes Only ☐ Nontitle Registration

For a corrected title or registration, check reason: ☐ Vehicle Description ☐ Add/Remove Lien ☐ Other

TAX OFFICE USE ONLY — County: ☐ Spy ☐ Appraisal Value $ — Doc #:

1. Vehicle Identification Number	2. Year	3. Make	4. Body Style	5. Model	6. Major Color	7. Minor Color
5YFS4RCEXLP015415	2020	Toyota	Car	Corolla	Red	

8. Texas License Plate No.	9. Odometer Reading (no tenths)	10. This is the Actual Mileage unless the mileage is ☐ Not Actual ☐ Exceeds Mechanical Limits ☐ Exempt	11. Empty Weight	12. Carrying Capacity (if any)
	47000		0	

13. Applicant Type: ☒ Individual ☐ Business ☐ Government ☐ Trust ☐ Non-Profit — 14. Applicant Photo ID Number or FEIN/EIN:

15. ID Type: ☐ U.S. Driver License/ID Card (issued by:) ☐ Passport (issued by:) ☐ U.S. Citizenship & Immigration Services/DOJ ID ☐ NATO ID ☐ U.S. Military ID ☐ Other Military Status of Forces Photo ID ☐ U.S. Dept. of State ID ☐ U.S. Dept. of Homeland Security ID

16. Applicant First Name (or Entity Name)	Middle Name	Last Name	Suffix (if any)
LAURA	IMELDA	RAMOS	

17. Additional Applicant First Name (if applicable)	Middle Name	Last Name	Suffix (if any)
N/A			

18. Applicant Mailing Address	City	State	Zip	19. Applicant County of Residence
[redacted]				DENTON

20. Previous Owner Name (or Entity Name)	City	State	21. Dealer GDN (if applicable)	22. Unit No. (if applicable)
Tricolor Auto	Dallas	TX	P111007	R93600

23. Renewal Recipient First Name (or Entity Name) (if different)	Middle Name	Last Name	Suffix (if any)

24. Renewal Notice Mailing Address (if different)	City	State	Zip

25. Applicant Phone Number (optional)	26. Email (optional)	27. Registration Renewal eReminder: ☐ Yes (Provide Email in #26)	28. Communication Impediment? ☐ Yes (Attach Form VTR-216)

29. Vehicle Location Address (if different)	City	State	Zip

30. Multiple (Additional) Liens ☐ Yes (Attach Form VTR-267)	31. Electronic Title Request ☐ Yes (Cannot check #30)	32. Certified/eTitle Lienholder ID Number (if any)	33. First Lien Date (if any)
			09/06/2023

34. First Lienholder Name (if any)	Mailing Address	City	State	Zip
Tricolor Auto Group	6021 Connection Dr. 4th Floor	Irving	TX	75039

MOTOR VEHICLE TAX STATEMENT

35. Check only if applicable:
☐ I hold Motor Vehicle Retailer (Rental) Permit No. N/A and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))
☐ I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002(c)). GDN or Lessor Number

36. Trade-In (if any) Year	Make	Vehicle Identification Number	37. Additional Trade-In(s)
☐ Yes (Complete)			☐ Yes

SALES AND USE TAX COMPUTATION

38. Check only if applicable:

☒ (a) Sales Price ($ 0.00 rebate has been deducted)	$ 30,599.00	☐ $90 New Resident Tax – (Previous State) N/A
(b) Less Trade-in Amount, described in Box 36 above	$ (0.00)	☐ $5 Even Trade Tax
(c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above	$ (N/A)	☐ $10 Gift Tax – Attach Comptroller Form 14-317
(d) Taxable Amount (Item a minus Item b or Item c)	$ 30,599.00	☐ $65 Rebuilt Salvage Fee
(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)	$ 1,912.44	☐ 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) N/A
(f) Late Tax Payment Penalty ☐ 5% or ☐ 10%	$ 0.00	☐ 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) N/A
(g) Tax Paid to N/A (STATE)	$ 0.00	☒ Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: Seller Financed 1-27-2109659-7
(h) AMOUNT OF TAX AND PENALTY DUE (Item e plus Item f minus Item g)	$ 0.00	☒ $28 or $33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.)

CERTIFICATION – State law makes falsifying information a third degree felony

I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable).
☐ (Check only if applicable) I certify I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.

Signature(s) of Seller(s), Donor(s), or Trader(s)	Printed Name(s) (Same as Signature(s))	Date
[signature]		09/06/2023
Signature of Applicant/Owner	Printed Name (Same as Signature)	Date
Laura Ramos	LAURA IMELDA RAMOS	09/06/2023
Signature(s) of Additional Applicant(s)/Owner(s)	Printed Name(s) (Same as Signature(s))	Date
N/A	N/A	09/06/2023

Trustee's Exhibit 014

CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF LAURA IMELDA RAMOS GALVÁN)
Full Name: Laura Imelda Ramos Galván
City and State: [redacted]
Email: [redacted]
Vehicle: 2020 Toyota Corolla
VIN: 5YFS4RCEXLP015415
Approximate Date of Purchase: September 6, 2023

DECLARATION

I provide this statement to document my experience as a customer of **Tricolor Auto** regarding the purchase and financing of my vehicle.

I had previously visited Tricolor to purchase a vehicle but decided not to proceed at that time because the prices seemed very high and the salesperson was disrespectful. Later, my car was involved in an accident, and I needed a vehicle to continue working, so I returned to Tricolor to purchase a car.

During the purchase process they asked me questions about my residency status, employment, and income. I was required to provide a **$5,000 down payment**. However, when the paperwork was prepared, the documents only reflected **$3,350 as the down payment**. When I questioned this difference, the salesperson told me that the remaining amount would appear later when I returned to pick up the license plates. That amount was never reflected in the contract or any documentation.

Although the documents were in Spanish, the contract terms were not clearly explained to me. Instead, I was shown a video, but I did not fully understand the financing terms or how the interest worked. Because I urgently needed a vehicle, I proceeded with the purchase.

The dealership also made promises that the vehicle could eventually be replaced or changed, but those promises were never fulfilled.

When I initially received the vehicle, it appeared to be in good condition. However, **within one or two days the vehicle began to experience mechanical problems**. I contacted the dealership several times to report the issues, but they never provided a solution or honored any warranty. I was repeatedly given excuses and no repairs were made.

During the first months I was also paying for **insurance provided through the dealership**, but later I switched to my own insurance policy.

My payments were made **every two weeks**, initially around **$354 to $374**, and later approximately **$322 when I changed to my own insurance**.

After making payments for more than two years, I was later informed that the remaining balance of the vehicle was approximately **$28,000**, which caused confusion because I had already been

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making payments for a long time and was never clearly informed of the real cost of the vehicle or how the balance was calculated.

I learned about **Tricolor's bankruptcy through the news on television**, not through any official communication from the company.

Currently I continue to receive **collection calls and text messages from phone numbers beginning with 800**, but I do not know who currently manages my loan or who holds the title to my vehicle.

I declare under penalty of perjury that the information provided in this statement is true and accurate based on my personal knowledge and experience.

Signature: Signed by: Laura Imelda Ramos 88E0A859008645D...

Name: Laura Imelda Ramos Galván

Date: 3/4/2026

Docusign Envelope ID: A3040860-D79E-4B05-9129-543243D[redacted]

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE LAURA IMELDA RAMOS GALVÁN)
Nombre completo: Laura Imelda Ramos Galván
Correo electrónico: [redacted]
Ciudad y Estado: [redacted]
Año, marca y modelo del vehículo: Toyota Corolla 2020
VIN: 5YFS4RCEXLP015415
Fecha aproximada en que obtuvo el vehículo: 6 de septiembre de 2023

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia como cliente de **Tricolor Auto** en relación con la compra y financiamiento de mi vehículo.

Anteriormente ya había visitado Tricolor para obtener un automóvil, pero en ese momento decidí no continuar con el proceso porque los precios me parecieron muy elevados y la persona que me atendió tuvo una actitud poco respetuosa. Tiempo después mi vehículo fue chocado y, debido a que necesitaba un automóvil para poder trabajar, regresé a Tricolor para adquirir otro vehículo.

Durante el proceso de compra me preguntaron sobre mi estatus de residencia, si trabajaba y cuáles eran mis ingresos. Para poder obtener el vehículo entregué **$5,000 dólares como enganche**. Sin embargo, cuando revisé el papeleo observé que únicamente aparecía registrado un enganche de **$3,350 dólares**. Cuando pregunté sobre esta diferencia, el vendedor me dijo que el resto del dinero aparecería cuando regresara a recoger las placas. Con el paso del tiempo recogí las placas, pero **ese dinero nunca apareció reflejado en ningún documento**.

Aunque los documentos estaban en español, las condiciones del contrato no me fueron explicadas claramente. En lugar de eso me mostraron un video, pero **no comprendí completamente cómo funcionaban el financiamiento ni las tasas de interés**. Debido a que necesitaba el vehículo con urgencia, decidí continuar con el proceso.

Durante la compra también me hicieron **promesas de que eventualmente podrían cambiarme el vehículo**, pero esas promesas nunca se cumplieron.

Cuando recibí el automóvil, aparentemente se encontraba en buen estado. Sin embargo, **al día siguiente o a los dos días comenzó a presentar fallas**. Me comuniqué con el concesionario en varias ocasiones para reportar los problemas, pero nunca recibí una solución ni reparación del vehículo. En todo momento me daban excusas y no respondieron por la garantía.

Durante los primeros meses también estuve pagando **seguro a través del concesionario**, aunque posteriormente cambié a un seguro contratado por mi cuenta.

Los pagos del vehículo se realizaban **cada quince días**, inicialmente alrededor de **$354 a $374 dólares**, y posteriormente aproximadamente **$322 dólares** cuando cambié a mi propio seguro.

Después de haber realizado pagos durante más de dos años, en una de las últimas ocasiones me informaron que el balance pendiente del vehículo era aproximadamente **$28,000 dólares**. Esto me generó mucha confusión, ya que no tengo claridad sobre cuál fue el valor real del vehículo ni cómo se ha calculado ese balance.

Me enteré de la **bancarrota de Tricolor a través de la televisión**, por medio de mi esposo. Nunca recibí una notificación formal por parte de la empresa informando sobre ese proceso.

Actualmente sigo recibiendo **llamadas y mensajes de cobro desde números que comienzan con 800**, pero no tengo claridad sobre quién administra actualmente mi préstamo ni quién es el dueño del título del vehículo.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Signed by: Laura Imelda Ramos 88E0A859008645D...

Nombre: Laura Imelda Ramos Galván

Fecha: 3/4/2026





TUE 10 MAR 2026
WWAZ PDC 850 ZIP

FROM / REMITENTE

Client Name: Itan Ortiz Sanchez
Address: [redacted]
City, State, ZIP: [redacted]
Phone: [redacted]
Email: [redacted]

RECEIVED
MAR 16 2026
BY:

TO / DESTINATARIO

Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Phone: (214) 573-7340

Trustee's Exhibit 015

REQUEST FOR VERIFIED AUTHORITY AND GOOD FAITH RESOLUTION

Submitted to: Current Loan Servicer and Bankruptcy Trustee

I am submitting this package in good faith to resolve ongoing concerns related to my vehicle loan that originated from **Tricolor Ganas Ya and its affiliated entities**.

I entered into this agreement intending to pay for my vehicle. I have made payments in good faith and remain willing to resolve a legitimate and properly verified obligation.

However, due to Tricolor's bankruptcy proceedings and the portfolio transfers that followed, material uncertainty remains regarding enforcement authority, accounting accuracy, and the scope of servicing rights currently being asserted.

Before further enforcement proceeds, these matters require clarification.

Bankruptcy Proceedings and Scope of Servicer Authority

I understand that authority may have been granted by the bankruptcy court permitting a servicer to administer and collect on certain accounts formerly associated with Tricolor.

I do not dispute that some authority may exist.

However, bankruptcy-related servicing authority does not automatically establish:

- The full scope of enforcement rights under state law;
- Whether such authority extends to non-judicial repossession remedies in every jurisdiction;
- Whether secured-party status has been properly perfected and maintained;
- Whether state-specific Uniform Commercial Code requirements have been independently satisfied;
- Whether enforcement rights are transferred fully, conditionally, or subject to limitation.

Repossession and collateral enforcement are governed by state law and require strict statutory compliance. Court authorization to service accounts does not eliminate the need to demonstrate enforceable rights under the laws of the state where enforcement is sought.

Accordingly, clarification of enforceability on a state-by-state basis is necessary before any repossession or acceleration action proceeds.

Trustee's Exhibit 015

My Concerns

Since Tricolor's bankruptcy and portfolio transitions, I have experienced:

- Uncertainty regarding the identity of the lawful secured party;
- Lack of clear notice regarding assignment or ownership transitions;
- Inconsistent or unexplained balance calculations;
- Questions regarding fees and adjustments;
- Credit reporting discrepancies;
- Ambiguity regarding the scope of enforcement authority being asserted.

These concerns arise from retail origination and subsequent restructuring — not from intentional misconduct on my part.

Request for Verification

Before further enforcement activity continues, I respectfully request documentation confirming:

1. The precise scope of authority granted under the bankruptcy court order;
2. A complete and unbroken chain of assignment from origination to present;
3. Evidence of secured-party status under applicable state law;
4. Proof that enforcement rights, including repossession authority, are valid and enforceable in my state;
5. A complete and accurate accounting ledger from origination through present;
6. Substantiation of all fees, adjustments, and balance calculations.

If documentation is complete and enforceability is clear, this matter can be resolved promptly.

If documentation is incomplete or enforcement authority is limited, those issues must be addressed before further collection or repossession activity proceeds.

30-Day Response Request

I request a detailed written response within **30 days** of receipt of this submission.

The response should include:

- Documentation defining the scope of bankruptcy-granted authority;
- Chain-of-assignment records;
- Evidence supporting secured-party and enforcement status under applicable state law;
- Complete accounting ledger;
- Identification of appropriate decision-making authority for settlement discussions.

During this 30-day review period, I respectfully request suspension of repossession, acceleration, or additional enforcement activity while these matters are being clarified.

Trustee's Exhibit 015

If a substantive response is not received within this timeframe, I will consider appropriate steps to protect my legal and financial rights. My preference remains cooperative resolution.

Good Faith Settlement Opportunity

Upon receipt of verified documentation and corrected accounting, I am prepared to:

- Resume payments under validated and accurate terms; or
- Enter into a negotiated settlement reflecting the true and enforceable balance.

Prompt cooperation avoids:

- Jurisdictional disputes;
- Enforcement challenges;
- Regulatory scrutiny;
- Litigation regarding scope of authority or state-law compliance.

This matter can be resolved efficiently if addressed at the appropriate decision-making level.

Notice of Evidence Preservation

Given the bankruptcy proceedings, portfolio transfers, and questions regarding enforcement scope, I formally request preservation of all records related to my account, including:

- Bankruptcy court orders affecting servicing authority;
- Assignment and transfer documentation;
- Servicing agreements;
- Accounting records and system notes;
- Credit reporting transmissions;
- Internal communications concerning enforcement authority in my state.

Preservation of these materials is necessary to ensure clarity and prevent further dispute.

Intent

I seek clarity, verification, correction where necessary, and final resolution.

I remain willing to satisfy a legitimate obligation once enforcement authority and balance accuracy are properly established.

This submission is intended to resolve the matter efficiently and professionally.

Trustee's Exhibit 015

LOAN MODIFICATION & FORMAL VALIDATION DEMAND

(Certified Mail – Return Receipt Requested)

Date: 3/4/2026

To:
Trustee
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
(214) 573-7340

And to:

Jason M. Rudd, Tex. Bar No. 24028786
Scott D. Lawrence, Tex. Bar No. 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Phone: (214) 692-6200
Email: jason.rudd@wickphillips.com scott.lawrence@wickphillips.com
COUNSEL FOR VERVENT, INC.

Adam R. Prescott (admitted pro hac vice)
Sam Anderson (admitted pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street,
PO Box 9729
Portland, ME 04104
Phone: (207) 774-1200
Email: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

All identified Customers / Indenture Trustees / Secured Creditors associated with the Tricolor portfolio

Trustee's Exhibit 015

Re: Formal Loan Modification Proposal, Article 9 Validation Demand, UCC § 9-210 Request for Accounting, and Preservation of Consumer Dispute Rights

Borrower: Itan Ortiz Sánchez
Vehicle: 2018 Dodge Durango GT
VIN: 1C4RDJDGXJC314912
Account No: Not Available

I. FORMAL DISPUTE AND PRESERVATION OF RIGHTS

Borrower formally disputes:

1. The identity of the current secured party;
2. The enforceability of the alleged lien;
3. The accuracy of the current balance;
4. The legality of ongoing collection and repossession efforts;
5. The completeness and validity of contractual documentation.

This correspondence constitutes:

- A formal demand under UCC § 9-210;
- A formal dispute of account under federal and state consumer law;
- A regulatory preservation notice;
- A good-faith conditional settlement proposal.

Borrower does not refuse payment. Borrower requests validation prior to further enforcement.

II. ARTICLE 9 REPOSSESSION AUTHORITY – MULTI-STATE NOTICE

Repossession of collateral is permitted only by a secured party or its authorized agent.

Applicable statutes include:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609
Nevada – NRS § 104.9609
New Mexico – N.M. Stat. Ann. § 55-9-609

Because secured-party status remains unresolved in the Tricolor bankruptcy and ownership determinations are ongoing, enforcement without proof of secured authority may violate state law.

Trustee's Exhibit 015

Borrower demands proof of secured-party status prior to any repossession activity.

III. DEMAND FOR IDENTIFICATION OF SECURED PARTY

Provide within 30 days:

1. Name and address of current secured party;
2. Chain of assignments from original lender;
3. All UCC-1 financing statements and amendments;
4. Identification of securitization pool (if applicable);
5. Name of indenture trustee (if applicable);
6. Proof of possession of original executed contract;
7. Copy of any custodial agreement;
8. Identification of beneficial owner.

Failure to provide this documentation will be interpreted as inability to establish secured-party authority.

IV. FORMAL UCC § 9-210 REQUEST FOR ACCOUNTING

Pursuant to UCC § 9-210, Borrower demands a verified accounting including:

- Complete payment history from origination;
- Principal vs interest breakdown;
- All late fees;
- All force-placed insurance charges;
- All collateral protection insurance premiums;
- All repossession fees;
- All towing and storage fees;
- All GPS tracking fees;
- All modification fees;
- All internal servicing notes;
- All charge-offs;
- All communications between Tricolor (pre-petition), post-petition administrators, and Borrower;

Trustee's Exhibit 015

- Identification of all third-party vendors;
- Ledger certified under penalty of perjury.

V. DEMAND FOR FULL CONTRACT DISCLOSURES

Provide:

1. Complete executed Retail Installment Contract;
2. All addenda;
3. Arbitration agreements;
4. Spanish-language version (if provided);
5. Truth in Lending disclosures;
6. GAP waivers;
7. Insurance contracts;
8. Title and registration documents;
9. Odometer statement;
10. Buyer's guide;
11. All electronic signature logs;
12. Proof of delivery of contract at time of signing.

VI. SALVAGE TITLE / VEHICLE CONDITION VALIDATION

Provide:

1. NMVTIS report;
2. State title history;
3. Accident reports;
4. Insurance total-loss reports;
5. Auction records (if any);
6. Prior salvage designation documentation;
7. Repair history;
8. Dealer acquisition records.

Failure to disclose salvage or prior total-loss status may constitute material misrepresentation.

Trustee's Exhibit 015

VII. CONDITIONAL LOAN MODIFICATION PROPOSAL

Without admission of liability, and to resolve disputed issues efficiently, Borrower proposes:

Reduction of outstanding balance by up to 70% of principal, subject to:

- Verified secured-party status;
- Delivery of full contract;
- Clean title confirmation;
- Accurate audited accounting;
- Removal of improper charges.

Upon agreement, Borrower is willing to resume payments under modified terms.

VIII. TEMPORARY PAYMENT SUSPENSION

Pending validation and response within 30 days:

Borrower suspends further payments without waiver of rights.

This suspension is conditioned upon lack of documentary validation and is not a repudiation of lawful obligations.

IX. NOTICE OF POTENTIAL REGULATORY REVIEW

Failure to respond within 30 days may result in:

- Bankruptcy court motion;
- State Attorney General complaint;
- Consumer Financial Protection Bureau complaint;
- State motor vehicle regulatory complaint;
- Civil action for wrongful repossession.

X. EXHIBITS

Exhibit A – Universal Borrower Declaration (Checkbox Format)
Exhibit B – Bumper Report / Vehicle History
Exhibit C – Copies of documents in borrower possession
Exhibit D – Text messages / communications

Trustee's Exhibit 015

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EXHIBIT A

BORROWER DECLARATION (CHECKBOX FORM)

I declare under perjury:

☐ I did not receive a full copy of my contract.
☐ I did not receive Spanish-language disclosures.
☐ Income was entered by salesperson without explanation.
☐ I was told to "click here" without explanation.
☐ I did not understand the financing terms.
☐ I was not informed my loan could be securitized.
☐ I was not informed of lien assignment.
☐ I dispute the current balance.
☐ I have received collection calls from "Tricolor under new administration."
☐ I was not provided full title history.
☐ I believe vehicle condition was misrepresented.
☐ I was not provided force-placed insurance explanation.
☐ I was not provided an accounting.
☐ I dispute repossession authority absent proof of secured party.
☐ I am willing to pay modified balance upon validation.
☐ Other:

After attempting to continue making payments, I noticed serious inconsistencies in the loan balance. One application showed a balance of approximately $15,500 while another payment platform showed about $17,800. Because of these discrepancies I requested documentation showing who currently holds the title to my vehicle and clarification regarding who manages my loan, but I never received the requested information.

Trustee's Exhibit 015

Signature: Signed by: ITAN ORTIZ SANCHEZ 78902E0B29534A7...

Date: 3/4/2026

DELIVERY

Certified Mail – Return Receipt Requested to:

Vervent
Trustee
cc:
Steven Church
Bloomberg News

MODIFICACIÓN DE PRÉSTAMO Y DEMANDA FORMAL DE VALIDACIÓN

(Correo Certificado – Acuse de Recibo Solicitado)

Fecha: 3/4/2026

A:

Fideicomisaria
Anne Elizabeth Burns
900 Jackson Street, Suite 570
Dallas, TX 75202
Tel. (214) 573-7340

Y a:

Jason M. Rudd, Núm. de Barra de Texas 24028786
Scott D. Lawrence, Núm. de Barra de Texas 24087896
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Tel. (214) 692-6200
Correo electrónico: jason.rudd@wickphillips.com
scott.lawrence@wickphillips.com
ABOGADOS DE VERVENT, INC.

Adam R. Prescott (admitido pro hac vice)
Sam Anderson (admitido pro hac vice)
BERNSTEIN SHUR SAWYER & NELSON, PA
100 Middle Street
PO Box 9729
Portland, ME 04104
Tel. (207) 774-1200
Correo electrónico: aprescott@bernsteinshur.com
sanderson@bernsteinshur.com

A todos los Clientes identificados / Fideicomisarios de Indenture / Acreedores Garantizados asociados con el portafolio Tricolor

Trustee's Exhibit 015

Docusign Envelope ID: ECBC81D7-E24B-4C91-8089-E2B23B23CA79

Asunto: Propuesta Formal de Modificación de Préstamo, Demanda de Validación conforme al Artículo 9 del UCC, Solicitud de Rendición de Cuentas conforme a UCC § 9-210 y Preservación de Derechos del Consumidor en Disputa

Prestatario: Itan Ortiz Sánchez
Vehículo: 2018 Dodge Durango GT
VIN: 1C4RDJDGXJC314912
No. de Cuenta: No disponible

I. DISPUTA FORMAL Y RESERVA EXPRESA DE DERECHOS

El Prestatario impugna formalmente:

1. La identidad del acreedor garantizado actual;
2. La validez, perfeccionamiento y exigibilidad del gravamen alegado;
3. La exactitud y legalidad del saldo actualmente reclamado;
4. La legitimidad de las gestiones de cobro y/o intentos de reposición en curso;
5. La integridad, autenticidad y suficiencia de la documentación contractual.

La presente comunicación constituye:

• Una solicitud formal de información y rendición de cuentas conforme a UCC § 9-210;
• Una disputa formal de la cuenta conforme a la legislación federal y estatal de protección al consumidor;
• Una notificación de preservación de derechos regulatorios y judiciales;
• Una propuesta condicional de resolución presentada de buena fe.

El Prestatario no rehúsa cumplir con obligaciones legalmente válidas. No obstante, exige validación documental completa antes de cualquier acto adicional de ejecución o reposición.

II. AUTORIDAD PARA LA REPOSICIÓN CONFORME AL ARTÍCULO 9 – NOTIFICACIÓN MULTIESTATAL

La reposición de bienes dados en garantía solo puede ser realizada por un acreedor garantizado debidamente autorizado o su agente legítimamente designado.

Las disposiciones aplicables incluyen:

Texas – Tex. Bus. & Com. Code § 9.609
Arizona – A.R.S. § 47-9609
California – Cal. Com. Code § 9609

Trustee's Exhibit 015

Nevada – NRS § 104.9609
Nuevo México – N.M. Stat. Ann. § 55-9-609

Dado que el estatus del acreedor garantizado permanece sin resolución definitiva dentro del proceso de bancarrota de Tricolor y que continúan las determinaciones relativas a la titularidad y cesiones, cualquier acción de ejecución sin prueba documental suficiente de autoridad garantizada podría constituir violación de la ley estatal aplicable.

En consecuencia, el Prestatario exige prueba clara y verificable del estatus de acreedor garantizado antes de cualquier intento de reposición.

III. DEMANDA DE IDENTIFICACIÓN DEL ACREEDOR GARANTIZADO

Dentro de treinta (30) días calendario, se deberá proporcionar:

1. Nombre legal completo y dirección del acreedor garantizado actual;
2. Cadena completa de cesiones desde el prestamista original hasta la entidad actual;
3. Todas las declaraciones de financiamiento UCC-1 y sus enmiendas o continuaciones;
4. Identificación del fideicomiso o fondo de titulización (si aplica);
5. Nombre del fideicomisario de indenture (si aplica);
6. Prueba de posesión, custodia o control del contrato original debidamente ejecutado;
7. Copia de cualquier acuerdo de custodia o administración relevante;
8. Identificación del propietario beneficiario final del crédito.

La falta de entrega de dicha documentación será interpretada como incapacidad para acreditar autoridad como acreedor garantizado conforme a derecho.

IV. SOLICITUD FORMAL DE RENDICIÓN DE CUENTAS CONFORME A UCC § 9-210

Con fundamento en UCC § 9-210, el Prestatario exige una contabilidad detallada, completa y certificada bajo pena de perjurio, que incluya:

- Historial íntegro de pagos desde la originación del préstamo;
- Desglose preciso de capital e intereses;
- Todos los cargos por mora y penalidades;
- Todos los cargos por seguros colocados forzosamente;
- Todas las primas de seguro de protección de colateral;
- Todos los gastos de reposición;
- Todos los cargos de remolque y almacenamiento;
- Todos los cargos por rastreo o dispositivos GPS;
- Todos los cargos por modificaciones o reestructuraciones;

Trustee's Exhibit 015

• Notas internas de administración y servicio relacionadas con el cálculo del saldo;
• Cualquier cancelación contable (charge-offs) o ajustes internos;
• Todas las comunicaciones entre Tricolor (antes de la petición de bancarrota), administradores posteriores y el Prestatario;
• Identificación de todos los proveedores o terceros involucrados;
• Libro mayor certificado bajo pena de perjurio.

V. DEMANDA DE DIVULGACIÓN COMPLETA DEL CONTRATO

Se requiere proporcionar copias completas y legibles de:

1. Contrato de Venta a Plazos (Retail Installment Contract) totalmente ejecutado;
2. Todos los anexos, adendas o modificaciones;
3. Cualquier acuerdo de arbitraje;
4. Versión en español del contrato (si fue proporcionada o utilizada durante la transacción);
5. Divulgaciones conforme a la Ley de Veracidad en los Préstamos (TILA);
6. Exenciones o coberturas GAP;
7. Contratos de seguro asociados;
8. Documentos de título y registro;
9. Declaración de odómetro;
10. Guía del comprador.
11. Registros completos de firmas electrónicas y bitácora de auditoría;
12. Prueba de entrega del contrato al momento de la firma.

VI. VALIDACIÓN DE TÍTULO SALVAMENTO Y CONDICIÓN DEL VEHÍCULO

Se solicita proporcionar:

1. Reporte NMVTIS;
2. Historial completo del título estatal;
3. Reportes de accidentes;
4. Reportes de pérdida total emitidos por aseguradoras;
5. Registros de subasta, si los hubiere;
6. Documentación previa de designación como vehículo salvamento o reconstruido;
7. Historial de reparaciones previas a la venta;
8. Registros de adquisición del concesionario.

Trustee's Exhibit 015

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La omisión de revelar un historial de salvamento o pérdida total previa puede constituir tergiversación material y dar lugar a responsabilidades civiles adicionales.

VII. PROPUESTA CONDICIONAL DE MODIFICACIÓN DEL PRÉSTAMO

Sin admisión de responsabilidad y con el objetivo de resolver las controversias de manera eficiente, el Prestatario propone:

Una reducción del saldo pendiente de hasta un setenta por ciento (70%) del capital original, sujeta a:

- Verificación plena del estatus de acreedor garantizado;
- Entrega del expediente contractual completo;
- Confirmación de título limpio y sin designaciones ocultas;
- Contabilidad auditada y exacta;
- Eliminación de cargos indebidos o no autorizados.

Al alcanzarse un acuerdo bajo términos modificados y debidamente documentados, el Prestatario estará dispuesto a reanudar pagos conforme a las nuevas condiciones pactadas.

VIII. SUSPENSIÓN TEMPORAL DE PAGOS

En tanto se proporcione la validación solicitada y se reciba respuesta dentro del plazo de treinta (30) días, el Prestatario suspende temporalmente pagos adicionales, sin que ello implique renuncia de derechos ni admisión de incumplimiento.

Dicha suspensión se fundamenta exclusivamente en la falta de validación documental y no constituye repudiación de obligaciones legalmente exigibles.

IX. NOTIFICACIÓN DE POSIBLE REVISIÓN REGULATORIA Y ACCIONES ADICIONALES

La falta de respuesta dentro del plazo indicado podrá dar lugar a:

- Presentación de moción ante el tribunal de bancarrota;
- Queja ante el fiscal general del Estado correspondiente;
- Queja ante la Oficina para la Protección Financiera del Consumidor (CFPB);
- Queja ante la autoridad reguladora estatal de vehículos motorizados;
- Acción civil por reposición indebida y daños asociados.

X. ANEXOS

Anexo A – Declaración Universal del Prestatario (Formato de Casillas)
Anexo B – Reporte Bumper / Historial del Vehículo
Anexo C – Copias de documentos en posesión del Prestatario
Anexo D – Mensajes de texto y demás comunicaciones

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ANEXO A
DECLARACIÓN DEL PRESTATARIO (FORMATO DE CASILLAS)

Declaro bajo pena de perjurio que:

☐ No recibí copia completa de mi contrato.
☐ No recibí divulgaciones en idioma español.
☐ Mis ingresos fueron ingresados por el vendedor sin explicación adecuada.
☐ Se me indicó "haga clic aquí" sin explicación clara del contenido.
☐ No comprendí plenamente los términos del financiamiento.
☐ No fui informado(a) que mi préstamo podría ser objeto de titulización.
☐ No fui notificado(a) de la cesión del gravamen o del crédito.
☐ Disputo el saldo actualmente reclamado.
☐ He recibido llamadas de cobranza de "Tricolor bajo nueva administración".
☐ No se me proporcionó historial completo del título.
☐ Considero que la condición del vehículo fue tergiversada.
☐ No se me explicó adecuadamente el seguro impuesto por el acreedor.
☐ No se me ha proporcionado una contabilidad detallada.
☐ Disputo la autoridad de reposición en ausencia de prueba de acreedor garantizado.
☐ Estoy dispuesto(a) a pagar un saldo modificado una vez validado conforme a derecho.
☐ Otro:

Después de intentar continuar realizando mis pagos, noté inconsistencias importantes en el balance del préstamo. En una aplicación aparecía un saldo aproximado de $15,500 mientras que en otra plataforma de pago aparecía alrededor de $17,800. Debido a estas discrepancias solicité documentación que indicara quién posee actualmente el título de mi vehículo y quién administra el préstamo, pero nunca recibí la información solicitada.

Trustee's Exhibit 015

Firma: Signed by: ITAN ORTIZ SANCHEZ 78902E0B29534A7...

Fecha: 3/4/2026

ENTREGA

Correo Certificado – Acuse de Recibo Solicitado a:

Vervent
Fideicomisario

c.c.:
Steven Church
Bloomberg News

Trustee's Exhibit 015

Bumper

2018 DODGE Durango

1C4RDJDGXJC314912

Last reported mileage 70,539 in 08/2023

Created on 03/04/2026 18:15:28

To check for updates, please rerun the report or turn on monitoring. Other information about this vehicle, such as issues relating to title, theft, damage or otherwise may not have been reported to us, so you should strongly consider a vehicle inspection, test drive and formal title search to make a more informed decision concerning this vehicle before proceeding.

Overview

- NO accidents found!
- NO salvage records found!
- NO theft records found!
- No previous lease records on this vehicle found
- No sale listings found
- NO recalls found!

Last reported color: Octane Red Pearlcoat

Possible Market Value

This is the market value of this vehicle when sold through a private party or dealership

Average market value
Most common value when sold

$16,425

Retail:	**$12,950**
Clean Trade-in:	**$13,925**
Rough Trade-in:	**$11,725**

Vehicle Specs

General

Made in	DETROIT, UNITED STATES (USA)	**Type**	MULTIPURPOSE PASSENGER VEHICLE (MPV)

Price

MSRP	$40,495	**Invoice Price**	$39,191

Fuel

Fuel Type	Gasoline	**Fuel Capacity**	24.60
Highway Mileage	25	**City Mileage**	18

Color

Installed Color	Octane Red Pearlcoat	**Color Code**	PRV

Vehicle Details

Engine		**Trim**	GT
Steering Type		**Anti Brake System**	
Gross Weight	6500 lbs	**Overall Length**	201.20
Overall Height	70.90	**Overall Width**	75.80
Standard Seating	7	**Optional Seating**	

No sales listings found!

No accidents found!

PLEASE BE ADVISED: Bumper reports are based upon data available and may include historical accident records from 33 state-level agencies, including Alaska, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Maryland, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and Wyoming, to the extent such specific data has been compiled, digitized locally, and is available. We strongly recommend your own due diligence and checking additional sources for states not listed above. As a reminder, even for states where we may have data, we cannot guarantee the comprehensiveness/accuracy of the information provided and you should not rely solely on our data in order to determine whether or not a vehicle was ever involved in an accident.

No repair quotes found!

Salvage

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

EXPLANATORY NOTE: If this VIN has a record in the Junk/Salvage or Insurance information then the business that submitted the VIN to NMVTIS deemed the vehicle to be either a junk, salvage, or in the case of an insurer, a total loss. The information in the DISPOSITION field in the Junk/Salvage section denotes what has happened to the VIN (i.e., vehicle) since it came into the possession of the business.

No theft records found!

No service and repairs found!

No inspections found!

Ownership History

	Condition	Date	Location	Price	Seller	Mileage	Lienholder
#1	New	05/2018	Itasca, IL	N/A	Unidentified Seller		Emkay Leasing Co
#2	Used	08/2023	Ferris, TX	$33,999	Tricolor Auto Group Odessa	70,539	Tricolor Auto Group

Title records

This section was locked at the time this report was ran. Please visit the www.bumper.com to unlock it and check for data.

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Title brands

This section was locked at the time this report was ran. Please visit www.bumper.com to unlock it and check for data.

2 Possible Lien Records Reported

Lien Issue Date	Issuing Authority
05/2018	Emkay Leasing Co
08/2023	Tricolor Auto Group

No impounds found!

No exports found!

No recalls found!

No likely active warranties found!

8 Possible Expired Warranties Reported

Type	Miles	Months
Basic	36000 miles	36 Months
Drivetrain	60000 miles	60 Months
Roadside Assistance	60000 miles	60 Months
Rust	unlimited miles	60 Months
Warranty anti-corrosion	621388 miles	60 months
Warranty whole vehicle - M	36000 miles	36 months
Warranty roadside assistance	60000 miles	60 months
Warranty powertrain - M	60000 miles	60 months

Possible Installed Option and Packages

- Quick order package 2bc
- 2nd row console with armrest and storage
- 3.45 rear axle ratio
- Body color srt front fascia
- 1 usb charging port in console
- Manufacturer's statement of origin
- 3rd row floor mat and full console
- Illuminated rear cupholders
- 3.6l v6 24v vvt upg i engine with stop/start
- Front license plate bracket
- P265/50r20 bsw as lrr tires
- 6,500 lbs gvwr
- 2nd row fold/tumble captain chairs
- 6 passenger seating
- 12v auxiliary power outlet in console
- Performance grille with black texture
- Uconnect 4 radio with 7" display
- Leather suede bucket seats
- 2nd row seat mounted inboard armrests
- 8-speed automatic transmission
- Premium led fog lamps
- 50 state emissions
- 20" x 8.0" premium painted aluminum wheels

Are you a California Resident? Report something missing or inaccurate by visiting: bumper.com/contact/vehicle-history-report-inquiry/

Disclaimer: The information contained in any report and on our website is not necessarily 100% accurate, complete or up to date, nor a substitute for your own due diligence. Our data comes from a wide variety of sources, but some municipalities and jurisdictions are slow to report and digitize their

Trustee's Exhibit 015

data, so we cannot guarantee or warrant full accuracy of ALL search results. This report does not contain detailed information regarding a vehicle's repair history nor information on all motor vehicles in the United States because some states are not yet providing their vehicle data to the system. Currently, the data provided by states is provided in a variety of time frames; while some states report and update data in "real-time" (as title transactions occur), other states send updates less frequently.

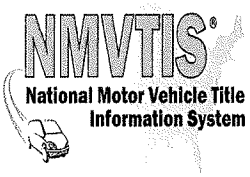
Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company to be a "total loss" or branded by a state titling agency.

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, users are strongly encouraged to also obtain an independent vehicle inspection to ensure the vehicle does not have hidden damage.

It may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.

Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.

The information used to compile this report is aggregated from various government agencies, non-profit organizations, and industry sources. The accuracy and reliability of the information supplied depends primarily on the reporting sources, and all entities involved in compiling this report accept no liability for any errors or omissions.



NMVTIS Disclaimer: The National Motor Vehicle Title Information System (NMVTIS) is an electronic system that contains information on certain automobiles titled in the United States. NMVTIS is intended to serve as a reliable source of title and **brand** history for automobiles, but it does not contain detailed information regarding a vehicle's repair history.

All states, insurance companies, and junk and salvage yards are required by federal law to regularly report information to NMVTIS. However, NMVTIS does not contain information on all motor vehicles in the United States because **some states** are not yet providing their vehicle data to the system. Currently, the data provided to NMVTIS by states is provided in a variety of time frames; while some states report and update NMVTIS data in "real-time" (as title transactions occur), other states send updates less frequently, such as once every 24 hours or within a period of days.

Information on previous, significant vehicle damage may not be included in the system if the vehicle was never determined by an insurance company (or other appropriate entity) to be a "total loss" or branded by a state titling agency. Conversely, an insurance carrier may be required to report a "total loss" even if the vehicle's titling-state has not determined the vehicle to be "salvage" or "junk."

A vehicle history report is NOT a substitute for an independent vehicle inspection. Before making a decision to purchase a vehicle, consumers are **strongly encouraged to also obtain an independent vehicle inspection** to ensure the vehicle does not have hidden damage. The **Approved NMVTIS Data Providers** (look for the NMVTIS logo) can include vehicle condition data from sources other than NMVTIS.

Consumer Access Product Disclaimer

NMVTIS data **INCLUDES** (as available by those entities required to report to the System):

- Information from **participating** state motor vehicle titling agencies.
- Information on automobiles, buses, trucks, motorcycles, recreational vehicles, motor homes, and tractors. NMVTIS may not currently include commercial vehicles if those vehicles are not included in a state's primary database for title records (in some states, those vehicles are managed by a separate state agency), although these records may be added at a later time.
- Information on "brands" applied to vehicles provided by participating state motor vehicle titling agencies. Brand types and definitions vary by state, but may provide useful information about the condition or prior use of the vehicle.
- Most recent odometer reading in the state's title record.
- Information from insurance companies, and auto recyclers, including junk and salvage yards, that is required by law to be reported to the system, beginning March 31, 2009. This information will include if the vehicle was determined to be a "total loss" by an insurance carrier.
- Information from junk and salvage yards receiving a "cash for clunker" vehicle traded-in under the Consumer Assistance to Recycle and Save Act of 2009 (CARS) Program.

Consumers are advised to visit **www.vehiclehistory.bja.ojp.gov** for details on how to interpret the information in the system and understand the meaning of various labels applied to vehicles by the participating state motor vehicle titling agencies.

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MOTOR VEHICLE PURCHASE AGREEMENT

Buyer Name: Itan Ortiz
Address & Phone: [redacted]
Co-Buyer Name:
Address & Phone: N/A
Co-Buyer Name:
Address & Phone: N/A
Dealer Name: Tricolor Auto Group
Address & Phone: 2346 E. 8th St. Odessa TX 79761 (888)448-7426

These definitions apply to this Agreement: "Dealer" "us" "our" and "we" mean or refer to the Dealer named in this Agreement and who becomes a party to this Agreement by accepting it. "Buyer" and "you" mean or refer to the party identified as such above. "Vehicle" is the vehicle or chassis that is the subject of this Agreement. "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

Vehicle Description: You hereby purchase from us, under the terms and conditions specified, the following vehicle:

Stock #: 550827	Year: 2018	Make: Dodge	Model: Durango	Body: Suv
Mileage: 70435	Tag Number:	New/Used: USED	VIN: 1C4RDJDGXJC314912	Color: Red

Optional Accessories

In disclosing the mileage and/or odometer reading of this vehicle to you, we have relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner of the vehicle and/or a statement of mileage that appears on the title certificate of the vehicle issued by the state in which the vehicle was last registered.

TRADE INFO

Year: N/A	Make: N/A	Model: N/A	Year: N/A	Make: N/A	Model: N/A		
VIN: N/A	Stock #: N/A	Mileage: N/A	VIN: N/A		Stock #: N/A	Mileage: N/A	

By initialing, you represent and warrant with regard to any trade in: I O [illegible]1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced. I O [illegible]2. The vehicle(s) has not been designated a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt and/or reconditioned title, and has not been exposed to flood damage.

LIEN PAYOFF AND LIENHOLDER INFORMATION

Payoff Amount:	N/A
Payoff Good Thru:	
Payoff To:	N/A
Payoff Address:	N/A
Payoff City:	N/A
Payoff State:	N/A
Payoff Zip:	N/A
Lienholder Name:	Tricolor Auto Group
Lienholder Address:	6021 Connection Dr. 4th Floor
Lienholder City:	Irving
Lienholder State:	TX
Lienholder Zip:	75039
Lien Date:	07/14/2023

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

ITEMIZATION

Cash Price of Vehicle	$ 33,999.00
Accessories	$ 0.00
Documentary Fee*	$ 150.00
Dealer's Inventory Tax**	$ 65.45
N/A	$ 0.00
Sales Tax	$ 2,124.94
Title Fee	$ 40.00
N/A	$ 0.00
License Fee	$ 60.75
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
TOTAL CASH PRICE	$ 36,440.14
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
N/A	$ 0.00
Trade-In Amount	$ 0.00
Trade-In Payoff Amount	$ 0.00
Customer Cash Back	$ 0.00
Cash Paid to Buyer for Trade-In	$ 0.00
Cash Down Payment	$ 0.00
Other Down Payment	$ 2,500.00
Deferred Down Payment	$ 0.00
TOTAL DOWN PAYMENT	$ 0.00
UNPAID BALANCE	$ 2,500.00
	$ 33,940.14

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CLIENT EXPERIENCE DECLARATION
(AFFIDAVIT OF ITAN ORTIZ SÁNCHEZ)
Full Name: Itan Ortiz Sánchez
Email: [redacted]
City and State: [redacted]
Vehicle: 2018 Dodge Durango GT
VIN: 1C4RDJDGXJC314912
Approximate Date of Purchase: July 14, 2023

DECLARATION

I provide this statement to document my experience as a customer of **Tricolor Auto** regarding the purchase and financing of my vehicle.

I first learned about Tricolor through an advertisement on Facebook where someone was promoting a vehicle like the one I eventually purchased. I contacted that person and was later connected with the dealership and a sales agent.

During the purchase process they asked about my employment, my income, and how long I had been working at my current job. At that time, I had been working there for approximately three to four months. They initially told me that the short time at my job could affect the financing conditions and that the interest rate would likely be higher.

I ultimately agreed to move forward with the purchase and provided a **$2,500 down payment**, which was respected by the dealership.

From the beginning I indicated that **I do not speak English**, so I requested that the process be handled in Spanish. During the signing of the contract, I was told to read the documents page by page, but **I did not receive a clear explanation of the financing terms**.

I was told that if I made my payments on time the contract terms would remain the same and that the vehicle price would not increase.

They also informed me that I could **make additional payments toward the principal to reduce interest and improve the loan conditions**. However, when I attempted to make extra payments and pay ahead of schedule, they later **cancelled my automatic payments and applied those extra amounts as regular scheduled payments**, which was not what had been explained to me.

When I received the vehicle, it appeared to be mechanically fine, but **the following day I noticed several cosmetic issues**, including scratches on the paint and damage to the rims. I reported this to the dealership immediately, but I did not receive a clear solution.

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At one point the **check engine light** turned on shortly before the warranty expired. Although they eventually inspected the vehicle, they initially refused to honor the warranty and only agreed to check it because the repair cost was minimal.

My biweekly payments were approximately **$322**, but the dealership also added **an insurance policy they offered**, initially around **$60 and later $74**, bringing the total biweekly payment to approximately **$396**.

I learned about **Tricolor's bankruptcy through videos online**, not through any official notification from the company.

When I attempted to continue making payments, I noticed serious inconsistencies in the loan balance. One application showed a balance of approximately **$15,500**, while another payment platform showed **$17,800**, and at other times different amounts appeared. These discrepancies caused me significant concern about the accuracy of the loan information.

Because of this, I requested that the company provide **a copy of my contract, documentation showing who holds the title to my vehicle, and clarification about who currently manages my loan**, but **I never received any response or documentation**.

I continue to receive **messages requesting payment and warning about possible repossession**, but I still do not know who currently manages the loan or who holds the title to my vehicle.

I declare under penalty of perjury that the information provided in this statement is true and correct to the best of my knowledge and personal experience.

Signature: Signed by: ITAN ORTIZ SANCHEZ 78902E0B29534A7...

Name: Itan Ortiz Sánchez

Date: 3/4/2026

Docusign Envelope ID: ECBC81D7-E24B-4C91-8089-E2B23B23CA79

DECLARACIÓN DE EXPERIENCIA DEL CLIENTE
(AFFIDAVIT DE ITAN ORTIZ SÁNCHEZ)
Nombre completo: Itan Ortiz Sánchez
Correo electrónico: [redacted]
Ciudad y Estado [redacted]
Año, marca y modelo del vehículo: Dodge Durango GT 2018
VIN: 1C4RDJDGXJC314912
Fecha aproximada en que obtuvo el vehículo: 14 de julio de 2023

DECLARACIÓN

Presento esta declaración con el propósito de documentar mi experiencia como cliente de **Tricolor Auto** en relación con la compra y financiamiento de mi vehículo.

Conocí Tricolor a través de un anuncio publicado en Facebook donde una persona promocionaba un vehículo similar al que finalmente adquirí. Me comuniqué con esa persona y posteriormente me pusieron en contacto con el concesionario y con el agente de ventas.

Durante el proceso de compra me hicieron preguntas sobre mi trabajo, mis ingresos y el tiempo que llevaba trabajando. En ese momento llevaba aproximadamente tres o cuatro meses en mi empleo actual. Inicialmente me indicaron que el poco tiempo en mi trabajo podía afectar las condiciones del financiamiento y que la tasa de interés sería más alta.

Finalmente acepté continuar con el proceso y entregué **$2,500 dólares como enganche**, cantidad que sí fue respetada por el concesionario.

Indiqué desde el inicio que **no hablo inglés**, por lo que pedí que el proceso se realizara en español. Durante la firma del contrato me indicaron que debía leer el documento página por página, pero **no recibí una explicación clara y detallada sobre los términos del financiamiento**.

Me explicaron de manera general que mientras realizara mis pagos puntualmente no habría cambios en las condiciones del contrato y que el precio del vehículo se mantendría igual.

También me indicaron que podía **hacer pagos adicionales al principal para reducir el interés y mejorar las condiciones del préstamo**. Sin embargo, cuando intenté realizar pagos adelantados y abonos adicionales, posteriormente **cancelaron mis pagos automáticos y aplicaron esos montos como si fueran pagos normales adelantados**, lo cual no correspondía a lo que me habían explicado inicialmente.

Cuando recibí el vehículo, mecánicamente parecía estar en buen estado, pero **al día siguiente noté varios daños estéticos**, incluyendo rayones en la pintura y rines dañados. Informé al concesionario inmediatamente, pero no recibí una solución clara.

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En una ocasión se encendió la luz de **check engine** cerca del vencimiento de la garantía. Aunque finalmente revisaron el vehículo, inicialmente no querían aplicar la garantía y solo accedieron porque el costo de la revisión era bajo.

Los pagos quincenales del vehículo eran aproximadamente **$322 dólares**, pero adicionalmente me cobraban **un seguro ofrecido por el concesionario**, primero de aproximadamente **$60 dólares y posteriormente de $74 dólares**, por lo que el pago total quincenal terminaba siendo alrededor de **$396 dólares**.

Me enteré de la **bancarrota de Tricolor a través de videos en internet**, no por una notificación oficial por parte de la empresa.

Después de intentar continuar con los pagos, noté inconsistencias importantes en el balance del préstamo. En una aplicación aparecía un saldo aproximado de **$15,500 dólares**, mientras que en otra plataforma de pago aparecía un saldo de **$17,800 dólares**, y posteriormente otra cantidad distinta. Estas diferencias me generaron desconfianza sobre la información financiera del préstamo.

Por esta razón solicité a la empresa que me enviaran **una copia de mi contrato, información sobre quién posee el título del vehículo y una explicación clara del préstamo**, pero **nunca recibí respuesta ni documentación que aclarara esta situación**.

Actualmente sigo recibiendo **mensajes solicitando pagos y advirtiendo sobre posible reposición del vehículo**, pero no tengo claridad sobre quién administra el préstamo ni quién es el titular real del título del vehículo.

Declaro bajo juramento que toda la información aquí presentada es verdadera y correcta según mi conocimiento y experiencia personal.

Firma: Signed by: ITAN ORTIZ SANCHEZ 78902E0B29534A7...

Nombre: Itan Ortiz Sánchez

Fecha: 3/4/2026