



**FILED**

**OCT 31 2023**

**INSURANCE REGULATION**  
Docketed by: 045

**OFFICE OF INSURANCE REGULATION**

**MICHAEL YAWORSKY**  
COMMISSIONER

IN THE MATTER OF:  
Application for the Acquisition of  
ONPOINT WARRANTY SOLUTIONS LLC  
by SERVICE AVENGER HOLDINGS, LLC,  
SERVICE AVENGER INTERMEDIATE HOLDINGS LLC,  
and ACM ASOF VIII SENTINEL JV LLC

CASE NO.: 317597-23-CO

---

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by SERVICE AVENGER HOLDINGS, LLC, SERVICE AVENGER INTERMEDIATE HOLDINGS LLC, and ACM ASOF VIII SENTINEL JV LLC (collectively "APPLICANTS"), with the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE") of an application for the acquisition of 100% of the membership interest of ONPOINT WARRANTY SOLUTIONS LLC ("ONPOINT WARRANTY"), pursuant to Section 628.4615, Florida Statutes ("Application"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANTS have applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, have satisfactorily met all conditions precedent to the granting of approval by the OFFICE for the acquisition of 100% of the membership interest of ONPOINT WARRANTY.

3. ONPOINT WARRANTY is a Kentucky company operating as a Service Warranty Association in Florida, pursuant to Chapter 634, Part III, Florida Statutes, and, as such, is subject to the jurisdiction and regulation of the OFFICE pursuant to the Florida Insurance Code.

4. Prior to the transactions which are the subject of the Application and this Consent Order, the membership interest of ONPOINT WARRANTY was owned 24.9% by Robert Christian, 24.9% by Christopher Smith, 23.44% by Tripoint LLC, and 11.72% by OnePoint LLC, with no other 10% or greater membership interest holders.

5. SERVICE AVENGER HOLDINGS LLC ("SA HOLDINGS") is a Delaware limited liability company, formed December 13, 2022, whose ownership is as disclosed in Paragraph 8 below.

6. SERVICE AVENGER INTERMEDIATE HOLDINGS LLC ("SA INTERMEDIATE HOLDINGS") is a Delaware limited liability company, formed on December 13, 2022, whose ownership is as disclosed in Paragraph 8 below.

7. ACM ASOF VIII SENTINEL JV LLC is a Delaware limited liability company, formed on January 11, 2023, whose ownership is as disclosed in Paragraph 8 below.

8. The Application represents that APPLICANTS acquired ONPOINT WARRANTY through multiple transactions on January 18, 2023, and January 20, 2023. These transactions were governed by a Contribution and Exchange Agreement, a Contribution Agreement, multiple Rollover Agreements, and a Transaction Agreement ("Transactions"). As a result of these Transactions, the membership interest of ONPOINT WARRANTY is now owned 100% by SA INTERMEDIATE HOLDINGS, whose membership interest is owned 100% by SA HOLDINGS, whose membership interest is owned 38.88% by ACM ASOF VIII SENTINEL JV LLC., 15.22% by Robert Christian, 15.22% by Christopher Smith, and 14.33% by Tripoint LLC, with no other

10% or greater membership interest holders. ACM ASOF VIII SENTINEL JV LLC is owned 64% by ACM ASOF VIII Master HoldCo 2 LLC and 36% by WSMF OnPoint Investor LP. The membership interest of Tripoint LLC is owned 75% by J.A. Pattco, Inc., and 12.5% by James A. Patterson II Revocable Trust, with no other 10% or greater membership interest holders.

9. If the OFFICE determines that any individual for whom APPLICANTS are required to submit background information as part of this Application, and for whom control has not otherwise been disclaimed, is unacceptable under the Florida Insurance Code, APPLICANTS and ONPOINT WARRANTY will remove said person within 30 days of notice from the OFFICE and replace them with a person or persons acceptable to the OFFICE or shall undertake such other corrective action as directed by the OFFICE. Failure to act would constitute an immediate serious danger to the public and the OFFICE may take administrative action as it deems appropriate upon the License of ONPOINT WARRANTY without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

10. APPLICANTS represent that, except as disclosed in the Application, there are no other present plans or proposals to make any substantive changes to ONPOINT WARRANTY, including liquidating it, selling any of its assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating it with any person or persons, or making any other major change in its business operations, management, or corporate structure.

11. APPLICANTS and ONPOINT WARRANTY represent that there are no agreements, written or oral, related to the Application or the Transactions that have not been provided to the OFFICE.

12. APPLICANTS shall submit, or cause to be submitted, to the OFFICE any documents evidencing completion of the Transactions not already provided to the OFFICE.

13. Any prior orders, consent orders, or corrective action plans that ONPOINT WARRANTY has entered into with the OFFICE prior to the issuance of this Consent Order shall apply and remain in full force and effect for ONPOINT WARRANTY, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

14. APPLICANTS and ONPOINT WARRANTY affirm that all explanations, representations, statements, and documents provided to the OFFICE in connection with the Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisition and future operations of ONPOINT WARRANTY. APPLICANTS and ONPOINT WARRANTY further agree and affirm that said explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

15. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such approval must be requested in writing prior to any proposed deviation from the terms of this Consent Order.

16. APPLICANTS and ONPOINT WARRANTY affirm that all requirements set forth herein are material to the issuance of this Consent Order.

17. APPLICANTS and ONPOINT WARRANTY expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANTS and ONPOINT WARRANTY hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

18. Each party to this action shall bear its own cost and fees.

19. APPLICANTS and ONPOINT WARRANTY agree that, upon execution of this Consent Order by the OFFICE, failure to adhere to one or more of the terms and conditions contained herein, may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon the License of ONPOINT WARRANTY in this state in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

20. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the notarized signatures of the authorized representatives of APPLICANTS and ONPOINT WARRANTY.

WHEREFORE, subject to the terms and conditions set forth above, the Application for the acquisition of 100% of the membership interest of ONPOINT WARRANTY SOLUTIONS LLC by SERVICE AVENGER HOLDINGS, LLC; SERVICE AVENGER INTERMEDIATE HOLDINGS LLC; and ACM ASOF VIII SENTINEL JV LLC, pursuant to Section 628.4615, Florida Statutes, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 31<sup>st</sup> day of October, 2023.



  
Michael Yaworsky, Commissioner  
Office of Insurance Regulation

By execution hereof, ONPOINT WARRANTY SOLUTIONS LLC consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind ONPOINT WARRANTY SOLUTIONS LLC to the terms and conditions of this Consent Order.

ONPOINT WARRANTY SOLUTIONS LLC

By: Christopher N. Smith

Print Name: CHRISTOPHER N. SMITH

[Corporate Seal]

Title: CEO

Date: 10/30/2023

STATE OF KENTUCKY

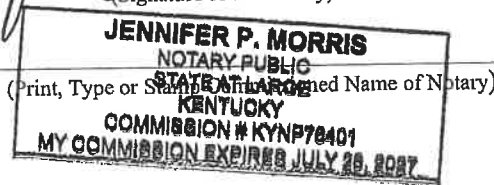
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 30<sup>th</sup> day of OCTOBER 2023, by CHRISTOPHER N. SMITH  
(name of person)

as CEO for ONPOINT WARRANTY SOLUTIONS LLC.  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Jennifer P. Morris  
(Signature of the Notary)



Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: JULY 26, 2027

By execution hereof, SERVICE AVENGER HOLDINGS, LLC, consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind SERVICE AVENGER HOLDINGS, LLC, to the terms and conditions of this Consent Order.

SERVICE AVENGER HOLDINGS, LLC

By: Christopher N. Smith

Print Name: CHRISTOPHER N. SMITH

Title: MANAGER

Date: 10/30/2023

[Corporate Seal]

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 30th day of OCTOBER 2023, by CHRISTOPHER N. SMITH  
(name of person)

as MANAGER for SERVICE AVENGER HOLDINGS LLC.  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Jennifer P. Morris  
(Signature of the Notary)

**JENNIFER P. MORRIS**  
NOTARY PUBLIC  
(Print, Type or State at Large) STATE AT LARGE  
KENTUCKY  
COMMISSION # KYNP76401  
MY COMMISSION EXPIRES JULY 26, 2027

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: JULY 26, 2027



By execution hereof, SERVICE AVENGER INTERMEDIATE HOLDINGS LLC consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind SERVICE AVENGER INTERMEDIATE HOLDINGS LLC to the terms and conditions of this Consent Order.

SERVICE AVENGER INTERMEDIATE HOLDINGS LLC

By: Christopher N. Smith

Print Name: CHRISTOPHER N. SMITH

[Corporate Seal]

Title: AUTHORIZED SIGNER

Date: 10/30/2023

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 30<sup>th</sup> day of OCTOBER 2023, by CHRISTOPHER N. SMITH  
(name of person)

as AUTHORIZED SIGNER for SERVICE AVENGER INTERMEDIATE HOLDINGS LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Jennifer P. Morris  
(Signature of the Notary)

**JENNIFER P. MORRIS**  
NOTARY PUBLIC  
STATE AT LARGE  
(Print, Type or ~~Handwritten~~ Commissioned Name of Notary)  
**COMMISSION # KYNP78401**  
**MY COMMISSION EXPIRES JULY 26, 2027**

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: JULY 26, 2027

By execution hereof, ACM ASOF VIII SENTINEL JV LLC consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind ACM ASOF VIII SENTINEL JV LLC to the terms and conditions of this Consent Order.

ACM ASOF VIII SENTINEL JV LLC

By: Eric Bail

Print Name: Eric Bail

[Corporate Seal]

Title: Director

Date: 10/31/23

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 31<sup>st</sup> day of October 2023, by Eric Bail  
(name of person)

as Director for ACM ASOF VIII SENTINEL JV LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Indhira P. Castillo  
(Signature of the Notary)

INDHIRA P CASTILLO  
Notary Public, State of New York  
Reg. No. 01CA6412071  
Qualified in New York County  
Commission Expires 12-14-2024

Indhira P. Castillo  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: 12/14/2024

COPIES FURNISHED TO:

CHRISTOPHER SMITH,  
CHIEF EXECUTIVE OFFICER  
OnPoint Warranty Solutions LLC  
Service Avenger Holdings LLC  
Service Avenger Intermediate Holdings LLC  
1400 Main Street, Suite 132  
Clarksville, IN 47129  
Telephone: 502-276-7005  
Email: [chris@onpointwarranty.com](mailto:chris@onpointwarranty.com)

ERIC BAIL, DIRECTOR  
ACM ASOF VIII SENTINEL JV LLC  
1251 6<sup>th</sup> Avenue, 50<sup>th</sup> Floor  
New York, NY 10020  
Telephone: 551-206-4114  
Email: [ebail@waterfallam.com](mailto:ebail@waterfallam.com)

JENNIFER P. MORRIS,  
GENERAL COUNSEL  
OnPoint Warranty Solutions LLC  
1400 Main Street, Suite 132  
Clarksville, IN 47129  
Telephone: 502-762-4106  
Email: [jennifer.morris@onpointwarranty.com](mailto:jennifer.morris@onpointwarranty.com)

ALISON STERETT,  
FINANCIAL ADMINISTRATOR  
Property & Casualty Financial Oversight  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, FL 32399

COREY HUBBARD,  
FINANCIAL EXAMINER/  
ANALYST SUPERVISOR  
Property & Casualty Financial Oversight  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, FL 32399

RYAN SHAFFER,  
FINANCIAL CONTROL ANALYST  
Property & Casualty Financial Oversight  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, FL 32399

JENNIFER A. MILAM,  
ASSISTANT GENERAL COUNSEL  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, FL 32399  
Telephone: (850) 413-4281  
Email: [jennifer.milam@floir.com](mailto:jennifer.milam@floir.com)