

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLC

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 3:25-bk-33487

FILED

OCT 02 2025

CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Cesar Prieto

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Cesar Prieto

Name

6823 Lonesome Dove Ln

Number Street

Midland

Tx

79705

City

State

ZIP Code

Contact phone 7868306359

Contact email nk.cesar@gmail.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 4 7 8

7. How much is the claim? \$ 13,861.00. Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

Services performed

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.
- Nature of property:
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____
- Basis for perfection: _____
- Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property: \$ _____
- Amount of the claim that is secured: \$ _____
- Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition: \$ _____
- Annual Interest Rate (when case was filed) _____ %
- ☐ Fixed
- ☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☒ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 13,861.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/29/2025
MM / DD / YYYY

Cesar Prieto

Signature

Print the name of the person who is completing and signing this claim:

| | | | |
|---------------|---|-------------|--------------|
| Name | <u>Cesar A Prieto</u> | | |
| | First name | Middle name | Last name |
| Title | <u>General Manager</u> | | |
| Company | <u>Tricolor Auto</u> | | |
| | Identify the corporate servicer as the company if the authorized agent is a servicer. | | |
| Address | <u>6823 LOnesome Dove Ln</u> | | |
| | Number | Street | |
| | <u>Midland</u> | Tx | <u>79705</u> |
| | City | State | ZIP Code |
| Contact phone | <u>78683065359</u> | | |
| | Email <u>nk.cesar@gmail.com</u> | | |

Print

Save As...

Add Attachment

Reset



5 de septiembre de 2025

Nos dirigimos a usted hoy con noticias sumamente difíciles. Algunos acontecimientos recientes en Tricolor Holdings, LLC (la "Compañía") han resultado en desafíos financieros significativos e inmediatos y nos han llevado a tomar la difícil decisión de suspender temporalmente las operaciones de reacondicionamiento y servicio de vehículos, ventas al por menor y las operaciones relacionadas con la originación de préstamos. En relación con esta decisión, la Compañía está implementando una licencia temporal sin sueldo para muchos puestos, incluido el suyo. Lo estamos colocando en una licencia temporal, sin pago, que comenzará el sábado 6 de septiembre de 2025. Se espera que la licencia dure 30 días, durante los cuales la Compañía evaluará sus finanzas y trabajará con sus prestamistas para determinar el mejor camino a seguir. Por favor, esté preparado para regresar al trabajo el 6 de octubre de 2025.

Mientras esté en esta licencia, se le indica que no realice ningún trabajo para la Compañía (incluyendo, sin limitación, acceder, leer o responder su correo electrónico de trabajo), y la Compañía debe suspender su acceso a cualquier cuenta de correo electrónico de trabajo, servidores compartidos y/o líneas telefónicas, y le pedimos que devuelva cualquier teléfono celular y/o computadora portátil proporcionados por la empresa. En la medida en que corresponda, conserve su gafete, aunque estará desactivado durante la licencia.

Durante el período de licencia, los empleados que actualmente están inscritos en los planes de seguro médico de la Compañía mantendrán toda su cobertura de atención médica (médica, dental y de visión). Reiteramos que esto no es una terminación de su empleo. Puede ser elegible para beneficios de desempleo durante la licencia.

Puede encontrar información sobre elegibilidad y cómo solicitar beneficios de desempleo en los siguientes sitios web:

Arizona: <https://des.az.gov/>
California: <https://edd.ca.gov/>
Illinois: <https://ides.illinois.gov/>
Nevada: <https://detr.nv.gov/>
New Mexico: <https://www.dws.state.nm.us/en-us/>
Texas: <https://www.twc.texas.gov/>

Por favor, asegúrese de que su gerente tenga su información de contacto actualizada. Si decide renunciar a su puesto durante la licencia, comuníquese con su gerente.

Atentamente,

Daniel Chu

A handwritten signature in black ink, appearing to read "Daniel Chu", written over a horizontal line.

Presidente y Director Ejecutivo

| Sales | | Details | | StepDown Details | | Week Mbr 33 | | | | | | | | | | | | Aug 10 | | Aug 16 2025 | | | | | | | |
|------------------|--|---------|-----|------------------|-----|-------------|-----|-----------|----------|----|--------|--------|--------|-----|---------|-----------|-------|--------|-------|-------------|------|------|---------|---------|-------|-------|------|
| Salesperson | | Calls | CW | To-Do | TDW | Sold | SW | NotFunded | NotSteps | SD | Level3 | Target | Target | Req | Target% | SDCatchup | Bonus | Deduct | % KPI | Deduct | Down | Comm | M | Catchup | Total | Bonus | Paid |
| D08 - Manager | | 2.5 | | | 7.5 | 17.0 | 0.0 | 2 | 9 | 0 | 2 | 12 | 80 | 141 | 20.00 | 1850.00 | 10.0 | | 93.50 | 1005.40 | | 0.00 | 2781.90 | | | | |
| D08 - Asst Mgr | | 2.5 | | | 7.5 | 17.0 | 0.0 | 2 | 9 | 0 | 2 | 12 | 80 | 141 | 10.00 | 895.00 | 10.0 | | 45.25 | 1005.40 | | 0.00 | 1855.15 | | | | |
| -Jorge Leal | | 217 | 0.0 | 61.42 | 2.5 | 3.5 | 0.0 | 2 | 2 | 0 | 0 | | | | | 0.00 | | 2.5 | | 0.00 | | | | 0.00 | | | |
| -Marco Padilla | | 180 | 2.5 | 38.83 | 2.5 | 4.0 | 0.0 | 0 | 2 | 0 | 1 | | | | | 0.00 | | 5.0 | | 0.00 | | | | 0.00 | | | |
| -Yvelis Silauero | | 237 | 0.0 | 55.92 | 2.5 | 9.5 | 0.0 | 1 | 5 | 0 | 1 | | | | | 0.00 | | 2.5 | | 0.00 | | | | 0.00 | | | |

| Week Nbr 34 | | | | | | | | | | | | | Aug 17 | | Aug 23 2025 | | | | | | | | |
|------------------|-------|-----|-------|-----|------|-----|-----------|-------|----|--------|--------|--------|--------|---------|-------------|-------|----------|--------|--------|-----------|-----------|-------------|------|
| Salesperson | Calls | CM | To-Do | TDW | Sold | SNV | Notranked | Hosts | SD | Level3 | Target | Target | Req | Target% | SDCatchup | Bonus | Deduct % | KPI | Deduct | Down Comm | M Catchup | Total Bonus | Paid |
| D08 - Manager | 5.0 | | | 7.5 | 15.0 | 2.5 | 0 | 6 | 0 | 1 | 12 | 80 | 125 | 125 | 1550.00 | 15.0 | 116.25 | 879.00 | 0.00 | 2312.75 | | | |
| D08 - Asst Mgr | 5.0 | | | 7.5 | 15.0 | 2.5 | 0 | 6 | 0 | 1 | 12 | 80 | 125 | 125 | 765.00 | 15.0 | 57.38 | 879.00 | 0.00 | 1586.62 | | | |
| -Jorge Leal | 204 | 0.0 | 56.94 | 2.5 | 4.5 | 0.0 | 0 | 2 | 0 | 0 | | | | | 0.00 | 2.5 | 0.00 | | | 0.00 | | | |
| -Marco Padilla | 143 | 2.5 | 46.99 | 2.5 | 2.0 | 2.5 | 0 | 1 | 0 | 1 | | | | | 0.00 | 7.5 | 0.00 | | | 0.00 | | | |
| -Yvelis Silguero | 168 | 2.5 | 31.69 | 2.5 | 8.5 | 0.0 | 0 | 3 | 0 | 0 | | | | | 0.00 | 5.0 | 0.00 | | | 0.00 | | | |

| Sales | | Details | | StepDown Details | | Week Nbr 35 | | | | | | | | | | | | | | | | | | Aug 24 | | Aug 30 2025 | | | |
|-------------------|-------|---------|-------|------------------|------|-------------|-----------|-----|--------|----|--------|--------|--------|-----|---------|-----------|-------|--------|------|--------|------|------|---------|---------|-------------|-------------|--|--|--|
| Salesperson | Calls | CW | To-Do | TDM | Sold | SW | NotFunded | Mos | Strips | SD | Levels | Target | Target | Req | Target% | SDCatchup | Bonus | Deduct | %KPI | Deduct | Down | Comm | M | Catchup | Total Bonus | Paid | | | |
| D08 - Manager | | 5.0 | | 7.5 | 15.0 | 2.5 | 0 | 2 | 0 | 2 | 2 | 12 | 80 | 125 | | 1550.00 | 15.0 | 116.25 | | 735.00 | 0.00 | | 2166.75 | ▲ | | | | | |
| D08 - Asst Mgr | | 5.0 | | 7.5 | 15.0 | 2.5 | 0 | 2 | 0 | 2 | 2 | 12 | 80 | 125 | | 765.00 | 15.0 | 57.38 | | 735.00 | 0.00 | | 1442.62 | | | | | | |
| -Jorge Leal | 228 | 0.0 | 75.60 | 2.5 | 7.0 | 0.0 | 0 | 1 | 0 | 0 | | | | | | 0.00 | 2.5 | 0.00 | | | | | | 0.00 | | | | | |
| -Marco Padilla | 73 | 2.5 | 19.63 | 2.5 | 2.0 | 2.5 | 0 | 0 | 0 | 1 | | | | | | 0.00 | 7.5 | 0.00 | | | | | | 0.00 | | | | | |
| -Yivelis Silguero | 198 | 2.5 | 55.22 | 2.5 | 5.0 | 0.0 | 0 | 0 | 0 | 0 | | | | | | 0.00 | 5.0 | 0.00 | | | | | | 0.00 | | | | | |

| Week Nbr 36 | | | | | | | | | | | | | | | | | | | | |
|-------------------|-------|-----|-------|-----|------|-----|-----------|------------|-------|--------|------------|----------|-----------|---------|----------|------------|-----------|-----------|-------------|------|
| Aug 31 | | | | | | | | | | | | | | | | | | | | |
| Sep 6 2025 | | | | | | | | | | | | | | | | | | | | |
| Salesperson | Calls | CW | To-Do | TDW | Sold | SW | NotFunded | NostlissSD | Level | Target | Target Reg | Target % | SDCatchup | Bonus | Deduct % | KPI Deduct | Down Comm | M Catchup | Total Bonus | Paid |
| D08 - Manager | | 5.0 | | 7.5 | 14.0 | 0.0 | 1 | 0 | 0 | 3 | 10 | 80 | 140 | 1500.00 | 12.5 | 93.75 | 694.00 | 0.00 | 2100.25 | ▲ |
| D08 - Asst Mgr | | 5.0 | | 7.5 | 14.0 | 0.0 | 1 | 0 | 0 | 3 | 10 | 80 | 140 | 730.00 | 12.5 | 45.63 | 694.00 | 0.00 | 1378.37 | |
| -Jorge Leal | 203 | 0.0 | 47.70 | 2.5 | 3.5 | 0.0 | 1 | 0 | 0 | 2 | | | | 0.00 | 2.5 | 0.00 | | | 0.00 | |
| -Marco Padilla | 64 | 2.5 | 14.61 | 2.5 | 5.5 | 0.0 | 0 | 0 | 0 | 1 | | | | 0.00 | 5.0 | 0.00 | | | 0.00 | |
| -Yivells Silguero | 126 | 2.5 | 34.20 | 2.5 | 5.0 | 0.0 | 0 | 0 | 0 | 0 | | | | 0.00 | 5.0 | 0.00 | | | 0.00 | |

Week Nbr 36

Aug 31

Sep 6 2025





GENERAL MANAGER PAY PLAN (TX)



Effective **May 1st, 2025**, this Compensation Plan is in effect between the Dealership and the General Manager named above while the General Manager remains actively employed until it is changed in writing by the Dealership. This Pay Plan is not a contract for employment and may be changed at the discretion of the Dealership (with the exception of the at-will provisions, which cannot be changed except in a writing signed by the Chief Executive Officer of the Dealership). This Pay Plan supersedes and replaces any Pay Plan in place prior to the above effective date.

Position Expectations

General Managers are expected to deliver 100% of the sales target required by the store Tier. After the first 90 days of employment failure to deliver at least the 80% of the sales target required by the store Tier, may result in being placed on Performance Improvement Plan (PIP) and may be subject to termination.

Base Compensation

The base compensation will vary according to the store Tier.

Per Unit Pay Bonus

In order to be eligible for the per unit bonus, the store must reach 80% of the goal.

The per-unit pay bonus is paid at certain amount per unit when the lot is below or at 120% to target, after the lot reaches 120% of goal, each unit above that target will be paid at a higher rate.

If a unit sold includes a step-down loan, 20% of the per unit pay will be deducted and paid as shown in the chart below. If a unit sold has both a step-down loan and a level 3 approval, 40% of the per unit pay will be deducted and paid as explained in the chart below.

| Tier | Weekly Sales Target | Monthly Base | Less than 120% to Target | | | Over 120% to Target | | |
|------|---------------------|--------------|--------------------------|--------------------|----------------------|---------------------|--------------------|----------------------|
| | | | Per Unit | Per Unit w/StepDwn | Per Unit w/Step&Lv13 | Per Unit > 120% | Per Unit w/StepDwn | Per Unit w/Step&Lv13 |
| I | 10+ | \$4,000.00 | \$100.00 | \$80.00 | \$60.00 | \$150.00 | \$120.00 | \$90.00 |
| II | 14+ | \$4,500.00 | \$125.00 | \$100.00 | \$75.00 | \$175.00 | \$140.00 | \$105.00 |
| III | 18+ | \$5,000.00 | \$150.00 | \$120.00 | \$90.00 | \$200.00 | \$160.00 | \$120.00 |
| IV | 23+ | \$5,500.00 | \$220.00 | \$176.00 | \$132.00 | \$250.00 | \$200.00 | \$150.00 |

True Up (Catch UP) Bonus:

This bonus is available to managers who miss unit commission during any week of the month. It is paid out at the end of the month, provided the lot exceeds 100% of its monthly sales goal.

The bonus amount is determined by the manager's tier level.

| Tier | Catch Up Bonus |
|------|----------------|
| I | \$1500 |
| II | \$2000 |
| III | \$3000 |
| IV | \$5000 |

Note: If the customer makes the complete Step-Down payment within 10 days of the due date, we will reimburse the amount based on what was deducted according to the Pay Plan.

Commission Adjustments

If a manager does not meet the expected KPIs, deductions will be applied to the manager's commission. Each KPI has an associated weight, and the total deduction is capped at 30% of the commission earned from unit sales.

1. **Calls:** 200 calls per week by Sales Representative.
2. **To-Dos:** 90% of to-dos completed per week by Sales Representative.
3. **Sales:** 3 sales per week by Sales Representative.

| Weight % | | | |
|----------|-------|--------|---------------------|
| Tier | Calls | To-Dos | Sales per sales rep |
| I | 1.25 | 1.25 | 1.25 |
| II | 1 | 1 | 1 |
| III | | 1.25 | 1.25 |
| IV | | 1 | 1 |

An example of this would be as follows: Commission adjusted for sales per Sales Representative:

| Tier | Base Per Unit Commission | Sales per sales rep Deduction % | Deduction Amount (Sales) | Commission After Sales Deduction |
|------|--------------------------|---------------------------------|--------------------------|----------------------------------|
| I | \$100.00 | 1.25 | \$1.25 | \$98.75 |
| II | \$125.00 | 1 | \$1.25 | \$123.75 |
| III | \$150.00 | 1.25 | \$1.88 | \$148.13 |
| IV | \$220.00 | 1 | \$2.20 | \$217.80 |

This percentage will be applied to the overall commission to determine the final payout.

Note: New sales representatives will have a 90-day KPI exemption when calculating the manager's bonuses.

Additional Incentives

Downpayment 2% Bonus Payout

If the store reaches the 100% of the Sales Target established for the week the General Manager will receive a bonus of the 2% of the total amount of downpayment generated by the units sold at the store.

The following criteria must be met to apply for this bonus:

- Resolve all unfunded sales within the same week.
- Must maintain $\leq 10\%$ of unpaid picks per week of total sales.
- Maintain $\leq 5\%$ of Grade Changes.

To qualify for any commission and bonus payment, the General Manager (employee) must be employed by the end of the semi-monthly pay period. All weekly commissions and bonus incentives earned are for the current semi-monthly pay period and are not cumulative from period to period.

Tier Advancement

Probationary Period & Expectation

In order to change the store Tier status to a higher one the store performance will be under a 3 months' probation, the store must have 2 months of increased sales at the new tier level, if third month sales are not sustained store will be moved back to the original Tier.

Package

If the store passes the 3 months' probation and a higher store Tier is assigned the following benefits will be granted:

- Increase in per unit sold pay out.
- \$1 increase in Porter pay.
- Increase Sales staff, if the capacity of the store allows it.
- Increase inventory.
- Addition of Secure Close.
- Budget allocation for new store furniture.

Revision History and Version Control

| Version | Effective Date | Document Owner | Business Approver | Description & Comments |
|---------|----------------|----------------|-------------------------------------|--|
| 1.0 | 3/1/2023 | | | |
| 2.0 | 8/15/2024 | Sales | Vanessa Mata, Chief Process Officer | General Manager Pay Plan – Texas. Targets and KPIs revision. |
| 2.1 | 1/1/2025 | Sales | Chief Operating Officer | General Manager Pay Plan Texas – Adjustment of commissions. |