

Fill in this information to identify the case:

Debtor 1 TRICOLOR AUTO GROUP, LLC
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the: NORTHERN. District of Texas
Case number 3:25-bk-33496 (State)

FILED
SEP 17 2025
TDC
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

Official Form 410

Proof of Claim

12/24

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?	<u>HILARIO COVA</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <u>HILARIO COVA</u> Name <u>2600 LAKEFRONT TRL APT 4081</u> Number Street <u>ROCKWALL TX 75082</u> City State ZIP Code Contact phone <u>786 302 9979</u> Contact email <u>hilariocova@gmail.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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 3 5 4

7. How much is the claim? \$ 8,706.24 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.

BASE SALARY, COMMISSIONS, VACATIONS

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 \$3,350* 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 \$15,150*) 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).
\$ 8247.90
☐ 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 4/01/25 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)(3) 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 09/17/2025
MM / DD / YYYY


Signature

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

Name

HilarioCova

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

2600 LAKE FRONT TRL APT 4081

Number Street

ROCKWALLTX75032

City

State

ZIP Code

Contact phone

786 302 9979

Email

hilariocova@gmail.com



March 3, 2021

Hilario Cova
9702 Terra Lago Ct
Rowlett, TX 75089

Re: Promotion by Tricolor Holdings, LLC

Dear Hilario,

This letter will confirm the terms of your new compensation plan as **General Manager**, effective **March 1st 2021**.

At-Will Employment

Employment with the Company is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time at the will of either you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice. Other than the Founder & CEO, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting the Company's discretion to modify the terms and conditions of employment. Only the Founder & CEO has the authority to make any such agreement and then only in writing and signed by each the Founder & CEO and the respective employee. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

Position and Duties

You shall serve in the position of **General Manager** of the Company and shall perform all the duties of that position as described on Exhibit A. Your position, job description, salary, duties and responsibilities may be modified from time to time in the sole discretion of the Company. You agree to strictly adhere to all of the rules and regulations of the Company as may be set forth in any Employee Manual or published policies of the Company now or in the future, including all amendments to the Manual which may be made in the future in the Company's sole discretion (as published or amended from time to time, the "Manual").



No Other Employment

You agree to devote your full business time, attention and best efforts to the business of the Company during the employment relationship. The Company's dealership hours are from 10:00 a.m. to 8:00 p.m., Monday through Friday and 9:00 a.m. to 8:00 p.m. Saturday; Hours may vary dependent on volume, as well as those hours necessary to get the job done.

Compensation of Employee

- a) **Pay Rate.** The Company shall pay you, and you agree to accept from the Company in payment for your services to the Company, a pay rate of **\$ 4,500** per month, payable semi-monthly at **\$2,250** per pay period and a monthly bonus of \$1,000 less payroll deductions required taxes and withholdings. This is an Exempt position, and you are expected to work during the core hours of 10:00 am to 8:00 pm, Monday through Friday, 9:00 am to 8:00 pm on Saturday, as well as those hours necessary to get the job done. Any proposed increase of your salary, compensation or benefits must be approved by the Founder & CEO. Your commissions will be paid in accordance to the attached pay plan described on Exhibit A.
- b) **Variable Compensation.** You may also be eligible for a monthly bonus up to **\$4,800** payable on the first pay period following the close of the subject month. This amount may be less based on your start date, performance and if business EBITDA goals are met. In order to be eligible for the bonus you must still be employed on the last business day of the subject month and had continuous employment with the company during the subject month. Any proposed increase of your salary, compensation or benefits must be approved by the Founder & CEO.
- c) **Vacation; Paid Sick Leave.** You will be entitled to one week of accrued vacation after a full year of service and accrued paid sick leave benefits of no more than 48 hours after six months of service, in accordance with State and Federal Regulations and the Company's standard policies to be set forth by the Company from time-to-time in the Manual
- d) **Benefit Plans.** You shall be entitled to participate in any standard health, and benefit plans offered by the Company. Although you may be eligible for such benefits if they become available in the future, the Company does not promise or represent that such benefits will in fact become available or that once made available they will be continued.
- e) **Employee Expenses & Travel.** The Company will reimburse you for pre-approved business expenses (approved by your supervisor), as provided within the guidelines of the Company's Expense & Travel policy. All expenses shall be subject to review and approval by your direct report and the CFO and shall require reasonable documentation. From time-to-time, for business needs, you will be required to travel.



Confidential Information and Invention Assignment Agreement

As a condition to your employment with the Company, you acknowledge that you have executed and delivered a copy of the Company's Proprietary Information and Inventions Agreement and will abide by its terms. You acknowledge that a remedy at law for any breach or threatened breach by you of the provisions of the Proprietary Information and Inventions Agreement would be inadequate, and you therefore agree that the Company shall be entitled to injunctive relief in case of any such breach or threatened breach.

Governing Law

This Agreement is made and shall be construed and enforced in accordance with the laws of the State of Texas. This Agreement and the Exhibits supersede and replace all prior agreements or understandings, oral or written, between the Company and you, except for prior confidentiality agreements, if any. This Agreement may not be modified except by a writing signed both by the Founder & CEO and by you.

Arbitration

As a condition to your employment with the Company, you acknowledge that you have executed and delivered a copy of the Company's Arbitration Agreement and will abide by its terms.

Severability

If any provision of this Agreement or the Exhibits is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and you.



TRICOLOR
H S - D I N S S

Exhibit A

GENERAL MANAGER PAYPLAN:

General Manager compensation plan will be based on the following.

- Base Pay
- Unit Bonus
- Development Bonus

General Manager will receive a **\$4,500** base salary, payable **\$2,250** semi-monthly.

Bonus: All monthly bonus incentives earned are for the current month and are not cumulative from month to month the store's targets are set accordantly based on the seasonality of the business. Manager must be employed the full month to receive any bonus payout when meeting 70/90 percent of structured bonus plan.

Store Tiers: The Company has different levels of stores with a different target set each month. Targets/ Tiers may be modified month to month at the sole discretion of the Company with or without cause and with or without notice.

Your store tier:

- **Tier 2 - 35+**

Target Bonus: Employee must meet 70% of volume target to start earning volume bonus up to \$3,000 at 100%.

Unit Bonus: Employee must meet 90% of unit target to earn up to \$1,800 bonus at 125%.

General Manager Tier 2			
Base Salary	\$ 4,500.00		
Target Bonus	\$ 3,000.00	70%	
Unit Bonus	\$ 1,100.00	90%	
	\$ 1,200.00	100%	
	\$ 1,500.00	110%	
	\$ 1,800.00	125%	



Tricolor Holdings, LLC
 Job Title: General Manager
 Department: Sales
 Reports to: Area Supervisor

Job Description

Overall Responsibility

The Tricolor General Manager is responsible for growing the store through pre-owned vehicle sales. The General Manager identifies and qualifies buyers, ensures a positive customer experience, and builds relationships with Tricolor stores and other local partners. Develop relationship with existing and new customers, listening to their needs, finding solutions to their car buying needs, and making sure our customers have an excellent experience.

Key Areas of Responsibility

- Interview, hire, train, and direct the work of sales associates for appropriated head count needs.
- Performing one -on-one with each sales consultant on weekly basis.
- Develops and manages sales consultant's "weekly development plan".
- Conduct Monthly Sales Review and training needs assessment.
- Establish goals and monitors the performance of all sales consultants.
- Hold scheduled sales training and meetings to plan and implement automotive sales objectives.
- Ensures associate' satisfaction and compliance
- Develops associate' Credit Office skill set, because Tricolor is in the loan acceptance business.
- Implement Stores monthly sales plan consistent with territory goals and objectives and sales forecasts for each location.
- Establish sales consultant's goals that are consistent with company standards of productivity and devise a strategy to meet these goals.
- Work closely with Territory Manager to create and deliver store's specific marketing initiatives.
- Works directly with BDC to ensure daily coordination, proper follow up and lead reconciliation. (No Leads Drop)
- Achieve monthly sales targets by managing, coaching and training the sales team to achieve optimum performance, for the store
- Enforces Tricolor's sales process and compliance.
- Complete automotive sales transactions from start to finish
- Prospect for new customers and update "CRM " system
- Protect the store's assets including equipment and inventory
- Maintain the store's "customer-ready" appearance and follow merchandising protocols
- Maintain knowledge of incoming inventory, features, accessories, etc. and how they will benefit customers
- Ensure the timely receipt, validity, and delivery of all title related documents



- Quickly respond to e-mail and all electronic communications
- Manage customer files and protect customer information in compliance with state and federal privacy laws, and Company Policy
- Ensures quality vehicle condition report inspection are completed according company policy.
- Additional responsibilities can be assigned or required at the company's discretion.
- Maintain an owner follow-up and prospect system that encourages repeat and referral business to contribute to the overall customer satisfaction.
- Provide excellent customer service.
- Handle escalated customer complaints.

Qualifications

- Regular, Full Time (exempt)
- Tricolor General Manager works variable schedules in a full-time position.
- The positions are in an automobile sales environment with long periods of standing and walking, both in an office and outside on the lot.
- Qualified candidates need to be able to operate a variety of vehicles.
- Bilingual English/Spanish Required
- 3 + years Supervisory/Management experience. Retail Supervisory/Management experience, or Auto Sales Management experience preferred.
- Must have a valid driver's license
- Proven track record of achieving or over-achieving sales goal
- Ability to work in a process- driven environment
- A proven ability to execute long and short-term sales strategies
- Experience in establishing action plans to drive performance of sales
- Be able to work flexible, full-time schedule to include days, evenings, weekends and holidays.
- Demonstrate behaviors consistent with Tricolor values in all interactions with customers and coworkers

Note: The above is intended to describe the general content of and requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities, or physical requirements. Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions..



TRICOLOR

FOUNDER & CEO

Employee Review and Receipt of Agreement

You acknowledge that you have carefully read and considered all provisions of this Agreement and the Exhibits and agree that all of the restrictions set forth herein are fair and reasonably required to protect the Company's interests. You acknowledge that you have received a copy of this Agreement and the Exhibits as signed by you. You acknowledge that, prior to signing this Agreement; you have had an opportunity to seek the advice of independent counsel of your choice relating to the terms of this Agreement.

Sincerely,

By: Daniel Chu

Its: Founder and Chief Executive Officer

Date: March 3, 2021

Agreed to and Accepted:

03/03/2021

[Employee Signature]

[Date]

[illegible]

TricolorNet

Mail - Hilario Cova - Outlook

WhatsApp

tricolorautonet(S\smobae3zd0h1vusqf0ms5ujm3)\files/Main.aspx

Managed bookmarks

TricoNET

Email

Genas 360

IDMS

WhatsApp

Genas 360

ADP

Compil

TrIMob

TXDMV

Ituran

ZP Code™

Twix

Monday

ZIP

Genas Y6

All Bookmarks

tricolor

HOLDINGS

Report Ordering

Company Directory

Sales Dashboard

Sales Manager Bonus Dashboard

Tricolor Dashboard

Tricolor Documents

Tricolor Marketing Center

Work Orders

Facility Audits

Document Storage

Inventory

Sold Trivia

Add Customer Complaint

BOC Action Item

BOC Action Item Assignment

Buyers Guide

Bumper Report

CDE

CDE Dual Term

Leads

Leads In Lot

Leads Location Reassignment

New Lead

Reward Points

Referral Check Request

Search Inventory For Lead

Search Inventory

Weekly Dashboard

Lead Map

Sales Manager Bonus Dashboard

Sales Details

StepDown Details

Week Nov 35

Aug 24

Aug 30 2025

Salesperson	Calls	CW	To-Do	TDW	Sold	SW	Notified	Notifs	SD	Leads	Target	Target Req	Target %	SD Catchup	Bonus	Deduct %	KPI Deduct	Down Comm	M Catchup	Total Bonus	Paid On
V08 - Manager	113	5.0	81.82	0.0	0.0	2.5	0	0	0	4	12	80	100	20.00	1300.00	12.5	92.50	405.00	0.00	1642.50	
-Carlos Gonzalez Y08	248	0.0	100.00	0.0	2.0	2.5	0	2	0	0					0.00	0.00	0.00			0.00	
-Elias Merde	82	2.5	88.24	2.5	5.0	0.0	0	2	0	4					0.00	5.0	0.00			0.00	
-Luis Ojeda	182	2.5	64.71	2.5	6.0	0.0	0	4	0	1					0.00	5.0	0.00			0.00	
-Princess Rincon																					

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8:41 PM

9/5/2025

CO	FILE	DEPT.	CLOCK	VCHR. NO.	576
7F2	100161	Y08010	XN50K	0000370030	1

FLEXI COMPRAS AUTOS, LLC
1111 WEST MOCKING BIRD LN, STE #1500
DALLAS TX 75247

Earnings Statement

Period Beginning: 08/16/2025
Period Ending: 08/31/2025
Pay Date: 09/09/2025

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
TX: No State Income Tax

HILARIO J COVA
2600 LAKEFRONT TRL
APT 4081
ROCKWALL TX 75032

Earnings	rate	salary/hours	this period	year to date
Reg			1,331.51	1,331.51
Regular				36,000.00
Bonus				750.00
Mgr Commision				29,549.87
Spiffs				1,000.00
Gross Pay			\$1,331.51	68,631.38

Your federal taxable wages this period are
\$1,283.86

Other Benefits and Information	this period	total to date
Safe H	53.26	2,745.25

Deductions	Statutory		
Federal Income Tax	-90.62	10,000.76	
Social Security Tax	-79.60	4,206.08	
Medicare Tax	-18.62	983.68	
Other			
Medical	-32.00*	526.62	
Mep 401K Loan 1	-381.24	6,481.08	
Mep 401K Loan 2	-137.66	2,340.22	
Met Trm Lif Ee	-16.00	206.00	
Roth 401K Mep	-106.52	5,490.50	
Ts Dental	-12.42*	209.82	
Ts Vision	-3.23*	54.91	
Net Pay	\$453.60		
Checking	-453.60	38,131.71	
Net Check	\$0.00		

Important Notes

ADP TotalSource, Inc., A Professional Employer Organization
10200 Sunset Drive, Miami, FL 33173
1-844-448-0325

BASIS OF PAY: SALARY

* Excluded from federal taxable wages

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ADP TotalSource
A Professional Employer Organization
5800 Windward Parkway
Alpharetta, GA 30005

Advice number: 00000370030
Pay date: 09/09/2025

Deposited to the account of	account number	transit	ABA	amount
HILARIO J COVA	xxxxxx8706	xxxx	xxxx	\$453.60

THIS IS NOT A CHECK

NON-NEGOTIABLE