Case 25-33496-mvl7 Claim 20-1 Filed (\(\text{Oq/18/25}\) Desc Main Document Page 1 of 3 Claim #41 Date Filed: 9/18/2025

Fill in this information to identify the case:						
Debtor 1 Tricolor Auto Group, LLC						
Debtor 2						
(Spouse, if filing)						
United States Bankruptcy Court Northern District of Texas						
Case number: 25–33496						

FILED

U.S. Bankruptcy Court Northern District of Texas

9/18/2025

Stephen J. Manz, Clerk

Official Form 410
Proof of Claim

04/25

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 Clair	n						
1.Who is the current creditor?	Gilbert Medina						
	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	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
creditor be sent?	Gilbert Medina						
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name					
	11776 Crimson Crest Ln. El Paso, TX 79936						
	Contact phone9156306902	Contact phone					
	Contact email medina.gilbert@yahoo.com						
	Uniform claim identifier (if you use one):						
4.Does this claim amend one already filed?	✓ NoYes. Claim number on court claims registry (if known)	Filed on					
5. Do you know if anyone	✓ No	MM / DD / YYYY					
else has filed a proof of claim for this claim?	Yes. Who made the earlier filing?						

Official Form 410 Proof of Claim page 1

Case 25-33496-i Part 2: Give Information		' Claim 20-1 Fi				ain Docu	ıment	Page 2 of 3
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of the deb	tor's account	or any nur	mber you use	to identify th	e debtor:	
7.How much is the claim?	\$	9919.55	— ☑ No □ Yes	s. Attach	statement	le interest itemizing ii I by Bankru	nterest, fe	charges? ees, expenses, or e 3001(c)(2)(A).
8.What is the basis of the claim?	deat Ban Limi	mples: Goods sold, mor th, or credit card. Attach kruptcy Rule 3001(c). t disclosing information Salary/payroll owed to m	redacted of that is entited	copies of	any docun	nents supp	orting the	claim required by
9. Is all or part of the claim secured?		Yes. The claim is secure Nature of property: Real estate. If the	e claim is se	ecured b	y the debto	or's principa I Form 410	al residen -A) with t	ce, file a <i>Mortgage</i> this <i>Proof of Claim</i> .
		Basis for perfection: Attach redacted copies interest (for example, adocument that shows to all the shows to be shown to be sh	s of docume a mortgage	, lien, ce	rtificate of	title, financ	e of perfe	ection of a security ment, or other
		Amount of the claim secured:	that is	\$			_	
		Amount of the claim unsecured:	that is	\$			_unsecu	m of the secured and red amounts should he amount in line 7.)
		Amount necessary to date of the petition:	o cure any	default	as of the	\$		
		Annual Interest Rate	(when case	e was file	ed)		%	
		☐ Fixed ☐ Variable						
10.Is this claim based on a lease?		No Yes. Amount necess	ary to cure	any de	fault as of	the date o	f the pet	ition.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the prope	erty:					

Claim 20-1 Filed 09/18/25 Desc Main Document Case 25-33496-mvl7 Page 3 of 3 12. Is all or part of the claim V No entitled to priority under Amount entitled to priority Yes. Check all that apply: 11 U.S.C. § 507(a)? A claim may be partly ☐ Domestic support obligations (including alimony and child support) § priority and partly under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). nonpriority. For example, ☐ Up to \$3,800* of deposits toward purchase, lease, or rental of in some categories, the \$ property or services for personal, family, or household use. 11 law limits the amount entitled to priority. U.S.C. § 507(a)(7). ☐ Wages, salaries, or commissions (up to \$17,150*) 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). ☐ 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 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment. Sign Below Part 3: The person completing Check the appropriate box: this proof of claim must sign and date it. FRBP I am the creditor. 9011(b). I am the creditor's attorney or authorized agent. If you file this claim I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. electronically, FRBP 5005(a)(3) authorizes courts I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. to establish local rules specifying what a signature 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. A person who files a I have examined the information in this Proof of Claim and have a reasonable belief that the information is true fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 I declare under penalty of perjury that the foregoing is true and correct. years, or both. 18 U.S.C. §§ 152, 157 and 3571. Executed on date 9/18/2025 MM / DD / YYYY /s/ Gilbert Medina Signature Print the name of the person who is completing and signing this claim: Name Gilbert Medina Middle name First name Last name Title Company Identify the corporate servicer as the company if the authorized agent is a servicer Address Number Street City State ZIP Code

Email

Contact phone

COMMISIONS & HOURS NOT PAID

WEEK	SALES	80% - 100%+	COMMISSION
JULY 27-AUG2			
31 <u>AUG3-AUG9</u>	9	74%	0
32	13	86%	\$1600.50
AUG10-AUG16			
33	16	106%	\$2488.50
AUG17-AUG23			
34	19	126%	\$3150.50
AUG24-AUG30			
35	19	126%	\$5150.35
AUG31-SEPT6			
36	8	70% (SALARY 40 HOU	_{RS)} \$1600.00
MONDAY 9-9-25	WORKED 5 HOU	RS (WK \$1600 / 40 = \$40/HOUR X 5HF	RS) = \$200.00
VACATION HOUF	RS = 42.81 X 4	10/HOUR =	\$1712.40
PAID ON 9-9-25	=		\$1893.70

BALANCE OWED TO ME = \$9919.55

WEEK 34,35,36, 9-9-25 HOURS, AND VACATION HOURS IS WHAT IS STILL OWED TO ME.

ANY QUESTIONS PLEASE FEEL FREE TO CALL ME AT 915-630-6902.

Thank you.



March 3, 2025

Gilbert Medina 11776 Crimson Crest, El Paso, TX 79936

Re: Employment by Tricolor Holdings, LLC

Dear Gilbert,

Effective **March 1**st **2025**, this Compensation Plan is in effect between the Dealership and the Assistant 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.

			Less than 120% to Target			(Over 120% to $^{-}$	Target
	Weekly	Monthly	Per	Per Unit	Per Unit	Per	Per Unit	Per Unit
Tier	Sales Target	Base	Unit	w/StepDwn	w/Step&Lvl3	Unit > 120%	w/StepDwn	w/Step&Lvl3
I	10+	\$6,400.00	\$100.00	\$80.00	\$60.00	\$150.00	\$120.00	\$90.00
l II	<mark>14+</mark>	<mark>\$6,400.00</mark>	\$125.00	<mark>\$100.00</mark>	<mark>\$75.00</mark>	\$175.00	<mark>\$140.00</mark>	<mark>\$105.00</mark>
III	18+	\$6,400.00	\$150.00	\$120.00	\$90.00	\$200.00	\$160.00	\$120.00
IV	23+	\$6,400.00	\$220.00	\$176.00	\$132.00	\$250.00	\$200.00	\$150.00

True Up (Catch UP) Bonus: This bonus only applies if the manager has any missed weeks within the month.

- If the lot achieves a target of 120% or more for the month, the manager will qualify to receive payment for any missed weeks during that month, based on the average commission of the paid weeks.
- If the lot achieves a target of 100% but less than 120% for the month, the manager will qualify to receive payment for any missed weeks during that month. The payment for those missed weeks will be based on the average commission of the paid weeks, and the manager will receive 80% of that average.

Manager	Weekly	W02	W03	W04	W05	Commission			Amount
	Target					Earned	Met	Percentage	Bonus
Α	60	\$2,000	\$0	\$2,200	\$2,000	\$6,200	100%	80%	\$1,653
В	60	\$4,000	\$4,500	\$0	\$5,000	\$13,500	120%	100%	\$4,500

Using the chart above, the bonus for Manager A is calculated as follows:

(W02+W04+W05) / 3 = \$2,067 *80% = \$1,653

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 %								
			Sales per sales					
Tier	Calls	To-Dos	rep					
I	1.25	1.25	1.25					
Ш	1	1	1					
Ш		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	Sales per sales rep	Deduction	Commission After
	Commission	Deduction %	Amount (Sales)	Sales Deduction
	\$100.00	1.25	\$1.25	\$98.75
<mark>II</mark>	\$125.00	<mark>1</mark>	<mark>\$1.25</mark>	\$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 stablished 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 <=10% of unpaid picks per week of total sales.
- Maintain <=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.









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 & Chief Executive Officer

Date: March 3, 2025

Agreed to and Accepted:

[Employee Signature]

[Date]









Case 25-33496-my/7

Claim/20-10Part 4

Filed 09/18/25 Desc Attachment 3 of 1 **Earnings Statement**

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

Period Beginning: 08/01/2025 Period Ending: 08/15/2025 Pay Date: 08/29/2025

Taxable Marital Status: Exemptions/Allowances:

Married

Federal:

No State Income Tax

GILBERTO MEDINA 11776 CRIMSON CREST **EL PASO TX 79936**

Earnings	rate	salary/hours	this period	year to date
Regular	3200.00		3,200.00	51,200.00
Mgr Commision			1,600.50	42,469.04
Sick		12.95		
Vacation		59.05		
	Gross Pay		\$4,800.50	93,669.04
Deductions	Statutory			
	Federal Income	e Tax	-424 .61	10,521.58
	Social Security	Tax	-297 .63	5,807.48
	Medicare Tax		-69 .61	1,358.20
	Other			
	401K Mep		-384 . 04*	7,493.53
	Net Pay		\$3,624.61	
	Checking		-3 ,224.61	62,088.25
	Savings		-400 .00	6,400.00
	Net Check		\$0.00	

Other Benefits and		
Information	this period	total to date
Safe H	192.02	3,746.76
Sick Hours Bal	0.00	
Vac Hours Bal	42.81	

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

Your federal taxable wages this period are \$4,416.46



Advice number:

00000350007 08/29/2025

account number xxxxxxxx3454

transit ABA XXXX XXXX

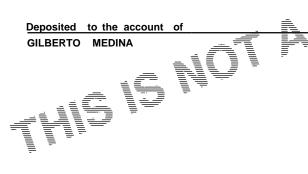
\$400.00

x0571

XXXX XXXX

\$3,224.61

amount



NON-NEGOTIABLE

Case 25-33496-my/7

Claim 20-1 Part 5

Filed 09/18/25 Desc Attachment 4 of 1 **Earnings Statement**

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

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

Taxable Marital Status: Married

Exemptions/Allowances: Federal:

No State Income Tax

GILBERTO MEDINA 11776 CRIMSON CREST **EL PASO TX 79936**

Earnings	rate salary/hours	this period	year to date	Other Benefits and		
Reg		1,893.70	1,893.70	Information	this period	total to date
Regular			51,200.00	Safe H	75.75	3,822.51
Mgr Commision			42,469.04			
	Gross Pay	\$1,893.70	95,562.74	Important Notes		
				ADP TotalSource, Inc.,A	Professional Employer	Organization
Deductions	Statutory			10200 Sunset Drive, Miar	mi, FL 33173	
	Federal Income Tax	-103 .70	10,625.28	1-844-448-0325		
	Social Security Tax	-117 .41	5,924.89			
	Medicare Tax	-27 .46	1,385.66	BASIS OF PAY: SALARY		
	Other					
	401K Mep	-151 .50*	7,645.03			
	Net Pay	\$1,493.63				
	Checking	-1 ,093.63	63,181.88			
	Savings	-400 .00	6,800.00			
	Net Check	\$0.00				

* Excluded from federal taxable wages

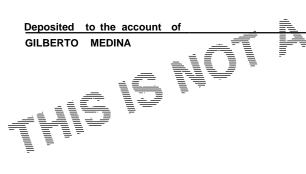
Your federal taxable wages this period are \$1,742.20

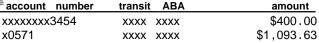


Advice number:

00000370007 09/09/2025

account number



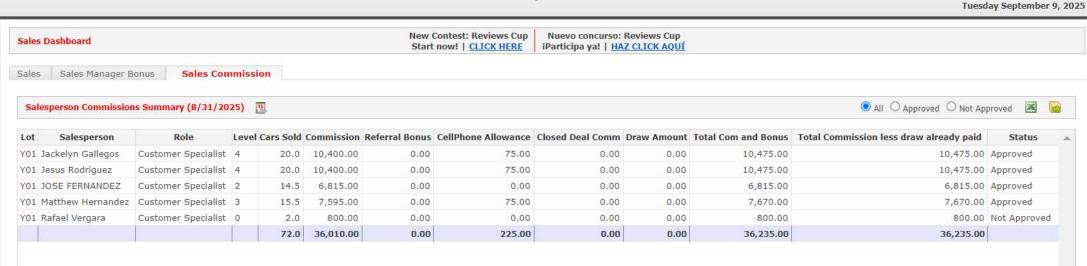


Case 25-33496-mvl7 Claim 20-1 Part 6 Filed 09/18/25 Desc Attachment 5 Page 1 of 1





Gilbert Medina



DEMO CONVERSION RATE BY MONTH

LIDO CONTIEDATONI DATE DV MONITH





Gilbert Medina



Apparel Ordering

Company Directory Sales Dashboard

Sales Manager Bonus

Traffic Dashboard

II Tricolor Documents

Work Orders

Facility Audits

Inventory

Lead Traks

Loan Servicing

Management

Reports

tagBDC

Trade Out

Arete

Attendance

Collections

Supply Chain

Recon WIP Tracking

Quality Assurance

Document Storage

Dashboard

Tuesday September 9, 2025 New Contest: Reviews Cup Nuevo concurso: Reviews Cup Sales Dashboard Start now! | CLICK HERE iParticipa ya! | HAZ CLICK AQUÍ Sales Manager Bonus Sales Commission August 2025 Gilbert Medina - Y01 - Manager Bonus \$6,400.00 SALARY \$12,600.00 BONUS EARN \$19,000.00 TOTAL EARNINGS Earnings 70 Earnings 80 Bonus SALES 72 SOLD 72 SALES TOWARDS GOAL 0 UNPAID PICKS 0 NOT FUNDED 58 TARGET 124.14% TARGET PERCENT Units Target % Tricolor Marketing Center Amt Amt Earnings 1.72% 3,45% 5.17% 6.90% 8.62% 10.34% Loan Processing & Underwriting 12.07% 13.79% 15.52% 17,24% 18.97% 70 % Volume Bonus Amount Salary \$6,400.00 20.69% 12 80 % Unit Target Bonus Amount \$125 Earnings 70 Amount DEMOS VS. TARGET Earnings 80 Amount \$12,600.00 Target Percent 124.14% MARGIN VS. TARGET Total Earnings \$19,000.00 LOSSES VS. TARGET

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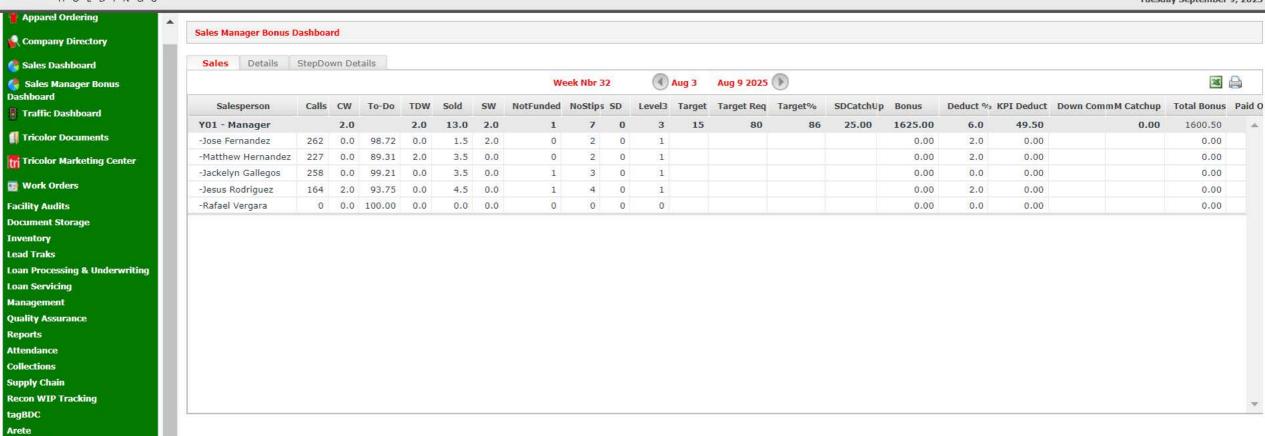
Trade Out

Case 25-33496-mvl7 Claim 20-1 Part 8 Filed 09/18/25 Desc Attachment 7 Page 1 of 1





Gilbert Medina Tuesday September 9, 2025



v2023.05.29



Case 25-33496-mvl7 Claim 20-1 Part 9 Filed 09/18/25 Desc Attachment 8 Page 2

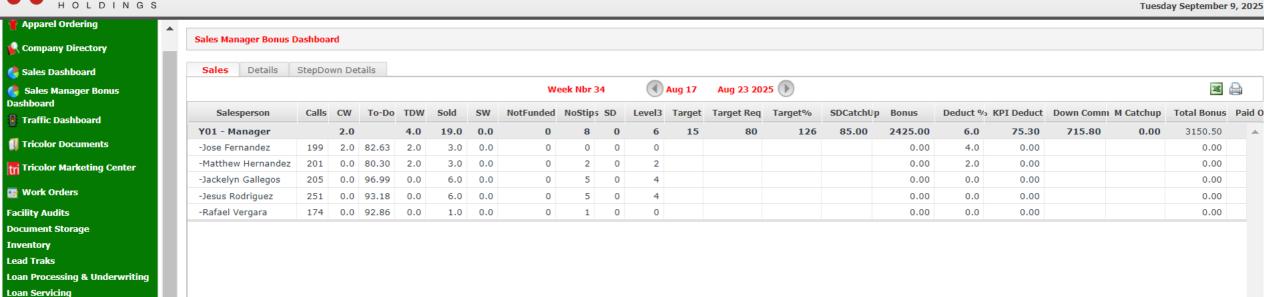






Gilbert Medina





Management

Attondance

Quality Assurance Reports

