

**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

10/13/2025

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 Claim**

<b>1. Who is the current creditor?</b>	<u>Aracelia Martinez</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Aracelia Martinez</u>  Name <u>1634 Scoville Ave</u> <u>Berwyn, IL 60402</u>  Contact phone <u>7083622642</u> Contact email <u>aranara2010@hotmail.com</u>  Uniform claim identifier (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b>  Name  Contact phone _____ Contact email _____
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<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**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
<b>7. How much is the claim?</b>	\$ <u>4455.00</u> <div style="float: right; text-align: right;"> <b>Does this amount include interest or other charges?</b>  <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).         </div>
<b>8. What is the basis of the claim?</b>	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 healthcare information.  <u>Commissions for August and September</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____  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.)  <b>Value of property:</b> \$ _____  <b>Amount of the claim that is secured:</b> \$ _____  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply:</i>	<b>Amount entitled to priority</b>
<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</p> <p><input type="checkbox"/> 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). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies \$ _____</p>	
* 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.		

**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 10/13/2025  
 MM / DD / YYYY

/s/ Aracelia Martinez

Signature

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

Name	<u>Aracelia Martinez</u>		
	First name	Middle name	Last name
Title	<u>Employee/Commission Claim</u>		
Company	<u>Tricolor Auto Holdings/ Tricolor Auto Group</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer		
Address	<u>1634 Scoville Ave</u>		
	Number	Street	
	<u>Berwyn, IL 60402</u>		
	City	State	ZIP Code
Contact phone	<u>7083622642</u>	Email	<u>aranara2010@hotmail.com</u>

tricolor

APPAREL ORDERING

COMPANY DIRECTORY

SALES DASHBOARD

TRAFFIC DASHBOARD

TRICOLOR DOCUMENTS

TRICOLOR MARKETING CENTER

WORK ORDERS

FACILITY AUDITS

LEAD TRACKS

ADD CUSTOMER COMPLAINT

BDC ACTION ITEM

LEADS

LEADS IN LOT

NEW LEAD

SEARCH INVENTORY

LOAN PROCESSING & UNDERWRITING

MANAGEMENT

QUALITY ASSURANCE

REPORTS

ATTENDANCE

COLLECTIONS

RECON WIP TRACKING

tagBDC

Avala

INQUIRIES

CLIPPING

UNIVERSITY

MAN - Aracelia Martinez

Apps

Home

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Aracelia Martinez

Friday September 5, 202

Sales Dashboard

Sales Commission

New Contest: Reviews: Cup Start now! | [CLICK HERE](#)

Nuevo concurso: Reviews: Cup Participa ya! | [HAZ CLICK AQUÍ](#)

Salesperson Commission Details: (Aracelia Martinez - 9/30/2025)

Unit Num	Contract	Customer	Lot	Date Sold	Split Sale	House Deal	Down Pay	Trade ACY	Pick Up	Pick Paid	Commission
1.0	P191848	OSCAR PATRICIO SUCUNOTA S	IL01	09/02/2025	No	No	3,500.00	0.00	0.00	0.00	400.00
2.0	R183820	ANGEL LUIS MENDOZA PACHEC	IL01	09/02/2025	No	No	1,500.00	0.00	0.00	0.00	400.00
<b>Totals:</b>							<b>5,000.00</b>	<b>0.00</b>	-	-	<b>800.00</b>

Name:

Aracelia Martinez

Referral Bonus:

Role:

Customer Specialist

CellPhone Allowance:

0.00

Level:

0

Closed Deal Commission:

tricolor HOLDINGS

Apparel Ordering

Company Directory

Sales Dashboard

Traffic Dashboard

Tricolor Documents

Tricolor Marketing Center

Work Orders

Quality Audits

Ad Traks

Add Customer Complaint

DC Action Item

leads

each In Lot

New Lead

each Inventory

an Processing & Underwriting

Management

Quality Assurance

ports

endurance

lections

son WIP Tracking

BDPC

File

Sales Dashboard

Sales

Sales Commission

New Contact Review Cup

Start new! | [CLICK HERE](#)

New Commission Review Cup

Participa yel | [HACER CLIC AQUÍ](#)

Aracelia Martinez

Friday September 5, 2025

Aracelia Martinez

Home

Logout

Salesperson Commission Details (Aracelia Martinez - 8/31/2025)

Commissions Approved by Aracelia Martinez on 09/04/2025 3:49 PM

Unit Num	Contract	Customer	Let	Date Sold	Split Sale	House Deal	Down Pay	Trade ACV	Pick Up	Pick Paid	Commission
1.0	P177296	PATRICK L EVANS	IL01	08/01/2025	No	No	3,000.00	0.00	0.00	0.00	430.00
2.0	R184082	AVIRE D BAINS	IL01	08/04/2025	No	No	2,800.00	0.00	0.00	0.00	430.00
2.5	R182021	LUNDEN JADE SLAUGHTER	IL01	08/07/2025	Yes	No	1,350.00	0.00	0.00	0.00	215.00
3.5	R179379	J MARIO RODRIGUEZ SANCHEZ	IL01	08/09/2025	No	No	2,300.00	0.00	0.00	0.00	430.00
4.5	P191187	ABDUL ZEEHAN A MOHAMMED	IL01	08/16/2025	No	No	2,200.00	0.00	0.00	0.00	430.00
5.5	P184862	QUANYSHA N JACKSON	IL01	08/19/2025	No	No	2,800.00	0.00	0.00	0.00	430.00
6.5	P192195	LUIS FERNANDO VALDEZ HERN	IL01	08/25/2025	No	No	4,550.00	0.00	0.00	0.00	430.00
7.5	R189898	KEHINDE OLUOSOLA OSTILEYE	IL01	08/26/2025	No	No	2,300.00	0.00	0.00	0.00	430.00
8.5	R185677	MOISES ENRIQUE DE LA CRUZ	IL01	08/30/2025	No	No	2,700.00	0.00	0.00	0.00	430.00
Totals:							24,000.00	0.00	-		3,655.00

Name:

Aracelia Martinez

Referral Bonus:

Roles:

Customer Specialist

CellPhone Allowance:

0.00

Level:

1

Closed Deal Commission:

Lot:

IL01

Draw Amount:

Commission:

3,655.00

Total Commission Earned

3,655.00

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v2023.05.29



May 6, 2025

Aracelia Martinez  
1634 Scoville Ave,  
Berwyn, IL 60402

Re: Employment by Tricolor Holdings, LLC

Dear Aracelia,

We are very excited that you will be joining Tricolor Holdings, LLC (the "Company") as **Customer Specialist**, effective **Monday, May 19<sup>th</sup>, 2025**, at **1449 N Cicero Ave, Chicago, IL 60651**, and reporting to the General Manager, **Marco Lopez**. In this position, you will play a key supporting role in growing our business through pre-owned vehicle sales.

### **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 Chief Executive Officer, 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 & Chief Executive Officer has the authority to make any such agreement and then only in writing and signed by each the Founder & Chief Executive Officer 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. As a new hire, your performance will be reviewed after a sixty (60) day trial period, at which time your continued employment will be evaluated. This trial period does not in any way modify the at-will status of your employment relationship with the Company.

### **Position and Duties**

You shall serve in the position of **Customer Specialist** of the Company and shall perform all the duties of that position as described on Exhibit B. 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) **Hourly.** 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 **\$16.20** per hour, payable bi-weekly, less payroll deductions and required taxes and withholdings. Any proposed increase of your salary, compensation or benefits must be approved by the Founder & Chief Executive Officer. Your commissions will be paid in accordance with the attached pay plan described on Exhibit A.
- b) **Vacation; Paid Sick Leave.** After a full year of service, you will be entitled to one week of accrued vacation. Team members may begin to use Paid Sick Leave no later than on the 180th calendar day following the commencement of employment. Team members are entitled to use no more than 40 hours of Paid Sick Time per 12-month period unless the Company sets a higher limit. The 12-month period is calculated from the date the team members began to accrue Paid Sick Time, 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.
- c) **Benefit Plans.** You shall be eligible to participate in standard group health benefits plans on the 1st day of the month following your first 30 days of employment. After 90 days of employment, you can participate in our 401(k)-plan established by the Company on terms and in its sole discretion. 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.
- d) **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 Illinois. 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 & Chief Executive Officer 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.

### EXHIBIT A

## Customer Specialist Pay Plan (Illinois)

Effective **May 1<sup>st</sup> 2025**, this pay plan supersedes and replaces any pay plan in place prior to the above effective date.

### Position Expectations

Customer Specialist are expected to deliver at least ten units per month beginning after the first 90 days of employment. **Failure to deliver at least ten units a month after 90 days of employment may result in being placed on Performance Improvement Plan (PIP) and may be subject to termination.**

### Base Compensation

The **Customer Specialist** will receive an hourly rate of **\$16.20**, payable bi-weekly every other Friday, subject to applicable tax withholding requirements.

### Commissions

All monthly commissions and bonus incentives earned are for the current month and are not cumulative from month to month.

For every car sold a commission will be paid unless employee fail to present any of the following items during the calendar month, employee will count with seven days after the calendar month to present documentation in order to secure commission payment.

- **Stips:** any document needed by the underwriting department to complete customer application and grade confirmation.
- **Picks:** any pending payment to complete down payment amount.
- **Non – Funded Deals or Deal Mistakes:** any contract not completed properly via secure closed, not signed, or if contract information does not match information submitted through IDMS.

All employees must approve commissions before payroll closes commissions pay window.

This Compensation Plan is in effect between the Dealership and the Salesperson (Salesperson) named above while the Salesperson 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).





### Position expectations

Customer Specialists are expected to deliver at least ten (10) units per month, beginning after the first 90 days of employment. Failure to deliver at least ten (10) units a month after 90 days of employment may result in being placed on Performance Improvement Plan (PIP) and may be subject to termination.

### Base Compensation

The **Customer Specialist** will receive an hourly rate of **\$16.20**, payable bi-weekly every other Friday, subject to applicable tax withholding requirements.

### Commissions

All monthly commissions and bonus incentives are calculated on a monthly basis and are not cumulative from month to month.

Commission for a car sale will only be earned after the employee provides his/her supervisor with the following documentation within 7 days after the end of each calendar month.

- **Stips:** any document needed by the underwriting department in order to complete customer application and grade confirmation.
- **Picks:** any pending payment in order to complete down payment amount.
- **Non – Funded Deals or Deal Mistakes:** any contract not completed properly via secure closed, not signed, or if contract information does not match information submitted through IDMS.

All employees must approve commissions before payroll closes commissions pay window.

The commission's earnings shall be based on the number of units delivered as demonstrated in the chart below.

LEVEL	UNITS DELIVERED	HOURLY RATE	COMMISSION PER UNIT
LEVEL 0	1	\$16.20	\$400.00
	2	\$16.20	\$400.00
	3	\$16.20	\$400.00
	4	\$16.20	\$400.00
	5	\$16.20	\$400.00
LEVEL 1	6	\$16.20	\$400.00
	7	\$16.20	\$430.00
	8	\$16.20	\$430.00
	9	\$16.20	\$430.00



LEVEL 2	10	\$16.20	\$450.00
	11	\$16.20	\$450.00
	12	\$16.20	\$450.00
	13	\$16.20	\$450.00
	14	\$16.20	\$450.00
LEVEL 3	15	\$16.20	\$490.00
	16	\$16.20	\$490.00
	17	\$16.20	\$490.00
	18	\$16.20	\$490.00
	19	\$16.20	\$490.00
LEVEL 4	20	\$16.20	\$520.00
	21	\$16.20	\$520.00
	22	\$16.20	\$520.00
	23	\$16.20	\$520.00
	24	\$16.20	\$520.00
	25	\$16.20	\$520.00
	26	\$16.20	\$520.00
	27	\$16.20	\$520.00
	28	\$16.20	\$550.00
	29	\$16.20	\$550.00
	30	\$16.20	\$550.00

### Commissions Adjustment

The company will not be paying commission for units that are 1st payment defaults. First payment defaults are defined as any unit that has been repossessed—voluntarily or involuntarily—and not redeemed by the customer within 22 days. For any units sold on which a customer specialist has already received commission that are later deemed 1st payment defaults, the amount paid will be deducted from future commission payments.

### **The policy will include:**

- Vehicles with mechanical failure less than or equal to 30 days from the origination date will not be included in the numerator.
- Voluntary repos, including buyer's remorse cases, will now be included in 1st payment default calculations.
- The default rate will be included in the Regional & Sales Management level commission structure.



### **Bonuses & Incentives**

- **Quarterly Top Performers**

Every quarter the top 5 Customer Specialists from all companies with more units delivered will receive an additional bonus of **\$500**, if three Customer Specialists or more reach the same number of units sold, the tie- breaker will be the Customer Specialist who has the highest down payment at the time of delivery average.

- **Annual Top Performers**

The Company will perform a ceremony to reward the top Customer Specialists for every region.

- **Customer Referral**

Employee will receive a \$100 bonus when leads generated by that employee result in a purchase of a vehicle in another Brand store (Ganas Ya! to Tricolor, or Tricolor to Ganas Ya!).

The General Manager will need to enter the information in IDMS for validation.

- **Cash Bonus**

A \$ 150 bonus will be paid for any vehicle that was paid in cash.

### **Additional Benefits**

- **Vacation and Sick hours**

Vacation, sick, holidays, training, and any other non-worked hours will be paid at \$15.00 per hour and in accordance with Federal Law.

- **Anniversary Gift**

Access to the Tricolor Gifting Site will be granted annually on each employment anniversary month to select a branded item of their choice.

- **Cell Phone Allowance**

Level 3 and Level 4 Customer Specialists will receive a monthly cellphone allowance for \$75.

- **Vehicle Down Payment Benefit**

A Customer Specialist who reaches Level 3 and has been employed for one year will qualify for a special down payment of \$750 towards the employee vehicle purchase program. Employee may also extend this benefit to parents, siblings, spouse, and children in accordance with the Company employee discount policy.

**All bonuses are taxable. The Company, at its sole discretion may modify from time to time your position, job description, salary, duties, and responsibilities. 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 at Company's sole discretion (as published or amended from time to time, the "Manual").**



## **EXHIBIT B**

Tricolor Holdings, LLC  
 Job Title: Customer Specialist  
 Department: Sales  
 Reports to: General Manager

### **Job Description**

#### **Overall Responsibility**

The **Customer Specialist** in Tricolor Holdings will work very closely with the Sales Management in ensuring our customers have quality vehicle purchase and finance experience.

#### **Key Areas of Responsibility**

- Develop face-to-face, via telephone, email, and social media interactions to introduce our product.
- Approach and assist new customers that enter the lot.
- Demonstrate features and options of all vehicles in inventory.
- Determine the needs of the customer by listening and asking questions.
- Close sales by overcoming objection(s) and offering financing options.
- Establish and maintain good working relationships with customers.
- Maintain an owner follow-up system that encourages repeat business and referrals.
- Search the internal database to find potential new customers.
- Meet minimum quota according to sales performance standards.
- Work closely with marketing and the business development center to grow the sales pipeline.
- Prospect for new customers by attending events and updating customer relationship management software.
- Updating the system using the proper tracking fields, appointment set, show and sold queues, and assignment of to-dos.
- Attend training and sales meetings offered by the training department.

#### **Competencies**

- **Customer Service**--Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.
- **Interpersonal Skills**--Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.
- **Oral Communication**--Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.
- **Written Communication**--Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.



- **Teamwork**--Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.
- **Business Acumen**--Understands business implications of decisions; Displays orientation to profitability; Demonstrates knowledge of market and competition; Aligns work with strategic goals.
- **Organizational Support**--Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities; Supports affirmative action and respects diversity.
- **Professionalism**--Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- **Quantity**--Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.
- **Adaptability**--Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.
- **Attendance/Punctuality**--Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.
- **Dependability**--Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

### Qualifications

- Bilingual English/Spanish Required
- Must have a valid driver's license.
- High School/GED education
- Experience and desire to work with technology.
- Be able to work a flexible, full-time schedule to include days, evenings, weekends, and holidays.
- A strong belief in Tricolor's mission
- Knowledge and understanding of equity and values, automobile depreciation, and federal, state, and local laws that govern auto sales.

### Terms of Employment:

Regular, Full Time (non-exempt)

### Driving Requirements

As a Customer Specialist at Tricolor Auto, you will often need to move vehicles around the premises, and from one location to another. For this reason, you must possess a valid driver's license with a clean driving record as well as be willing to drive on highways and freeways, including driving to other cities in the state.



### **Physical Requirements**

- Continually required to stand, walk, and sit.
- Continually utilize visual acuity to operate equipment, read technical information, and/or use a keyboard.
- Continually exposure to outside weather conditions (exposure to extreme heat or cold non-weather).

**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.**

### **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: May 6, 2025

Agreed to and Accepted:

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***[Employee Signature]***

***[Date]***