Fill in this information to identify the case:

Debtor Tricolor Auto Group, LLC

United States Bankruptcy Court for the: Northern District of Texas (State)

Case number 25-33496

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 or 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?**

Cielo Martinez

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?	**Where should payments to the creditor be sent?** (if different)
Cielo Martinez 1025 s McBride Ave Los Angeles, CA 90022, United States	
Contact phone 2135021389	Contact phone
Contact email cielom1025@hotmail.com	Contact email

Uniform claim identifier (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?

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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: ___ ___ ___ ___

7. **How much is the claim?** $ 826 . **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.

Unpaid Settlement Agreement dated August 18, 2025

9. **Is all or part of the claim secured?**

☐ No

☑ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle 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: $0.00

Amount of the claim that is unsecured: $826 (The sum of the secured and unsecured amount 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: _____

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

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

☑ No

☐ Yes. *Check all that apply:*

	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 $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ 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.

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 acknowledgement 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 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 06/02/2026
MM / DD / YYYY

/s/Cielo Martinez
Signature

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

Name: Cielo Martinez
First name | Middle name | Last name

Title: Creditor

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

Address:

Contact phone: Email:

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Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1783 | International (310) 751-2683

Debtor:
25-33496 - Tricolor Auto Group, LLC
District:
Northern District of Texas, Dallas Division

Creditor:
Cielo Martinez
1025 s McBride Ave
Los Angeles, CA, 90022
United States
Phone:
2135021389
Phone 2:
2135021389
Fax:
Email:
cielom1025@hotmail.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Unpaid Settlement Agreement dated August 18, 2025

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
826

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
Yes: 0.00
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:
826

Submitted By:
Cielo Martinez on 02-Jun-2026 2:26:00 p.m. Pacific Time
Title:
Creditor
Company:

VN: 253D697FF1F4A1132C5A913636915F01

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Only upon the receipt of full PAYMENT described in section 1 below, Plaintiff Cielo Martinez ("MARTINEZ") and Tricolor California Auto Group, LLC dba Ganas Auto ("DEALER"), shall release, acquit, and forever discharge, each other and their respective shareholders, officers, directors, employees, former employees, agents, heirs, successors, and assigns, and all other persons or entities, including Travelers Casualty and Surety Company of and from, any and all claims, rights, liabilities, and causes of action, whether known or unknown, of every kind, nature, and character, which the parties have or ever had against each other arising out of the incident or incidents which occurred on or about July 16, 2025, relating to MARTINEZ'S purchase of a 1997 Honda Accord (VIN: 1HGCD5636VA100395)("Subject Vehicle"), including all damages arising from the alleged claims and allegations for violations of the Consumers Legal Remedies Act, Civil Code § 1750, *et seq*., and violation of Vehicle Code § 11713.21, *et seq*. Any and all releases shall be null and void if full PAYMENT described in section 1 below is not received. Said release is made on condition that the parties exchange the following consideration:

As full and final settlement of the Claim:

1. Within 10 (ten) business days of execution of this Agreement, but not later than August 25, 2025, Tricolor California Auto Group, LLC dba Ganas Auto shall pay a full and final settlement amount of **$826.00** (Eight Hundred Twenty-Six Dollars and zero cents), payable to "Cielo Martinez.". PAYMENT shall be mailed to **1025 South McBride Avenue East Los Angeles, CA 90022**.

2. DEALER will take possession of the Subject Vehicle, free and clear of any encumbrances. MARTINEZ will forfeit any right, title and interest in the Subject Vehicle, and coordinate with Dealer in returning Subject Vehicle.

3. Within 30 days of receiving the executed Agreement from Martinez, Tricolor California Auto Group, LLC dba Ganas Auto shall waive, forgive, and discharge the balance due and owing on Martinez's account, and permanently close the account.

4. Within 30 days of receiving the executed Agreement from both Martinez and an executed W-9 Form, Dealer will request that the Credit Bureaus (every credit bureau that Plaintiff reported the account to) delete Martinez's reporting of the trade line associated with the account. If at any time, following 90 days after the execution of this Agreement by all parties, Martinez determinates that any Credit Bureau has not complied with the request of Dealer, Martinez agrees to provide prompt written notice to counsel for Dealer and to provide full copies of any Credit Bureau reports for which Martinez contends the account was not deleted. In that event, Dealer shall, within 30 days following the receipt of such notice and reports, re-contact each Credit Bureau reporting the account and again request that the account be deleted from Martinez's credit report (the "Second Request"). However, Martinez acknowledges that the Credit Bureaus are separate entities from Dealer, and it is Martinez's responsibility to contact the Credit Bureaus to verify that they have taken action consistent with the request of Dealer, and that no cause of action can or will be stated, including any for breach of this Agreement against Dealer, in the event any Credit Bureau fails to so amend Martinez's credit history. Martinez expressly acknowledges that Martinez understands the limitations of Dealer in this

regard, and that any action, inaction, omission and/or error by the Credit Bureaus is not and shall not be attributable to Dealer, in any way, and shall not constitute a breach of this Agreement. Upon completion of the Second Request, Dealer shall have no further obligations under this Paragraph.

5. The parties understand that liability is disputed by the parties herein released, and each of them, and this release is a compromise and shall not be construed as an admission of liability. The parties agree and covenant, upon the receipt of full payments due pursuant to this Agreement, not to initiate suit or any form of litigation against each other arising out of the claims herein released.

6. This is a full and final release applying to all known and unknown and anticipated and unanticipated damages arising out of the individual claims asserted by Martinez in the lawsuit referenced above, or which could have been asserted in the lawsuit, and the parties, upon the receipt of full PAYMENT due pursuant to this Agreement, waive all rights or benefits which they now have or in the future may have under the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

7. This release contains the entire agreement between the parties hereto. The terms of this release are contractual and not of mere recital. This release is executed without reliance upon any representation by any person concerning the nature or extent of damages or legal liability therefore, and the parties have carefully read and understand the contents of this release and sign the same, and do hereby consent and authorize to dismiss the aforementioned causes of action and release all claims regarding the same. This release and settlement was entered into following negotiations between the attorneys for the parties herein released.

8. The parties further covenant and warrant that they are the sole owners of the claims herein released and have the power, right, capacity, and authority to enter into this binding release.

9. Except as expressly set forth herein, each party shall bear said party's own costs and attorney's fees incurred regarding the matters which are the subject of this Agreement. In the event any party to this Agreement files an action or proceeding against another party regarding this Agreement or any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which such prevailing party may be entitled.

10. The enforcement and interpretation of this Agreement shall be governed by the laws of the State of California.

11. It is the intent of the parties, pursuant to California Evidence Code §§ 1122(a)(1) and 1123(b) and California Code of Civil Procedure § 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law. The parties agree that the court shall retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 over the Action until performance in full of the settlement pursuant to Sections 1 and 2 of this Agreement.

12. This Settlement Agreement shall become effective immediately upon execution, and may be executed in counterparts and/or by duplicate or original.

DATED: 8.18.25

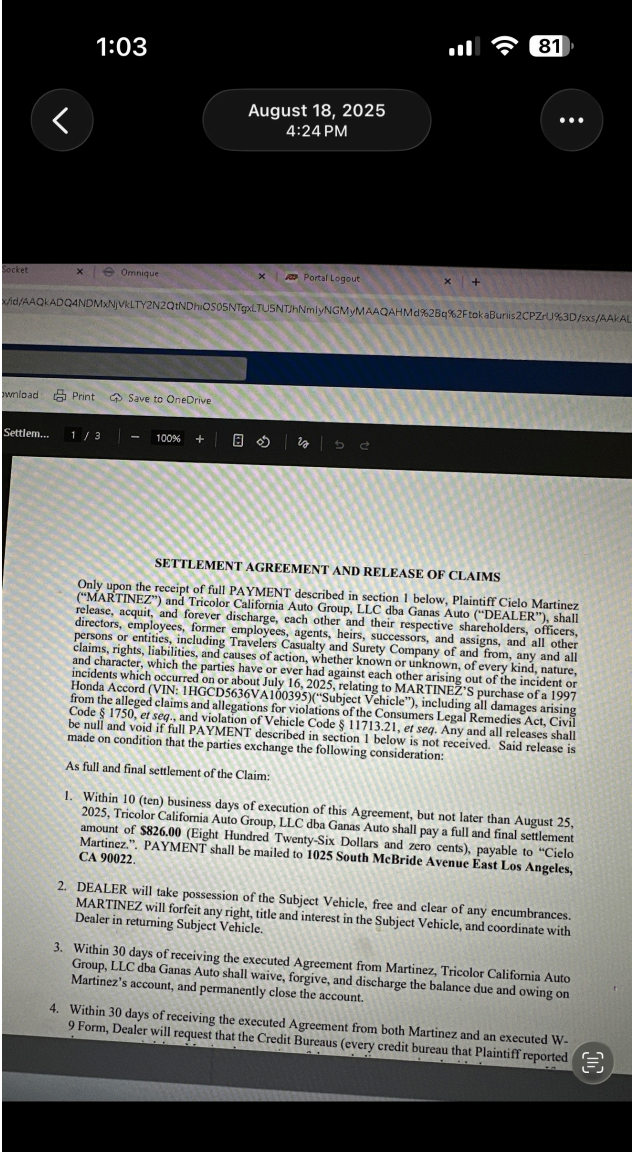
Cielo Martinez

DATED: 8.18.25

Tricolor California Auto Group, LLC dba Ganas Auto

By: _____

Its: _____


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August 18, 2025
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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS
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