

# CHULA VISTA FORD

## SALESPERSON COMPENSATION PROGRAM

DEALERSHIP: CHULA VISTA FORD EFFECTIVE DATE: January 1, 2022  
SALESPERSON: Cardenas, Jesus EMPLID: 851023  
REPORTS TO: KAMRAN SYED FILE NO.: \_\_\_\_\_

This Compensation Program is in effect between the Dealership and the Salesperson named above from the Effective Date, while Salesperson remains actively employed or until the Compensation Program is modified by the Dealership.

Salesperson compensation for a specific pay period shall be the Base Pay for all hours worked during the pay period, in addition to any compensation earned through the Commission Components.

### BASE PAY:

The Salesperson shall be paid a Base Hourly Rate of \$15.00, which is at least equal to the highest applicable minimum wage requirement (the higher of the state, federal, or any applicable local minimum wage, which may be expected to increase from time to time) for each and every hour worked (clock hours), including productive and non-productive time and rest and recovery period time, in addition to all applicable overtime required by federal or state law.

### COMMISSION COMPONENTS:

Any commissions earned are in addition to the Salesperson's Base Pay.

- 1-7.5 units - 0%.
- 8+ units = 5% of combined Front End Gross Profit to include holdback, VIN specific dealer incentives and Finance Gross after dealer pack per unit sold.

#### **Dealer Pack:**

- All New Vehicles \$525.00.
- All Used Vehicles \$925.00.

**\*Retro Unit Commission: (all retro to unit 1) minimum 4 used to qualify**

- 10-12 vehicles sold \$100.00 per Unit Retro.
- 12.5-14.5 vehicles sold \$125.00 per Unit Retro.
- 15-17.5 vehicles sold \$150.00 per Unit Retro.
- 18+ vehicles sold \$200.00 per Unit Retro.
- Non-cumulative.

**\*Note:** In order to get the full "unit retro commission", two goals must be met every month:

- 1. If the sale's person CSI is not at Zone average or above for the current month 100% of retro commissions are forfeited.

Because of state and federal timekeeping requirements, you are responsible for keeping accurate time records, including recording each day (1) when you start and end work, (2) when you start and end meal periods, and (3) a reasonable estimate of Non-Sales Activity (other than rest periods) as acknowledged each pay period. Meal periods are unpaid and duty-free, and should be at least 30 uninterrupted minutes, to commence before the end of the fifth hour of work each day for the first meal period, and to commence before the end of the tenth hour of work each day for the second meal period. You are allowed to leave Company premises during meal breaks. Rest periods are paid and included in total hours worked and need not be documented separately on your time records. You are required to certify the accuracy of your time records each pay period including documentation regarding meal periods. All changes and overtime must be signed and initialed by you and an assigned supervisor.

#### **MONTHLY PAY CYCLE**

For the purpose of computing compensation under this Pay Plan, the workday is the 24-hour period ending at 12:00 midnight; the workweek begins on Sunday at 12:00 am and ends on Saturday at 11:59 pm. You are on a monthly pay cycle for your commissions. On the 25th of each month, you will receive any semi-monthly wages for the period from the 1st day through the 15th day of the current month pursuant to this Pay Plan.

#### **SEPARATION PAY**

Unless otherwise provided in writing and signed by the General Manager, separation pay shall consist of: (a) Your earned compensation plus bonuses (if any) or other compensation due by the date of separation. If your employment terminates at the mid-month before end-of-month reconciliation, you will be paid your final commissions and bonuses plus your Base Pay. Incentive pay earned as of the time of separation shall be paid at the time of separation or as soon as reasonably calculable thereafter, as permitted by law.

#### **GENERAL**

This Pay Plan does not affect your status as an at-will employee, and your employment is for no definite period, regardless of any provision for payment of wages while employed. Both the Dealership and you have the right to terminate the employment relationship at any time, for any reason, with or without cause, and without notice. The at-will status can only be changed in a writing signed by the President/CEO of the Dealership. The terms of this Pay Plan do not modify or alter either your or the Dealership's obligation to arbitrate any and all disputes related to your employment, or which may arise out of this Pay Plan. This Pay Plan may be changed at any time, without notice, at the sole discretion of the Dealership. However, no changes to the Pay Plan will be effective unless in writing and signed by the General Manager. No oral representations contrary to this Pay Plan are contractually binding. If you have any questions regarding this Pay Plan, please ask the General Manager.

This Pay Plan may be amended at any time at the Dealership's discretion and that in case of disagreement the General Managers interpretation of the pay plan will prevail.

You acknowledge by your signature below that you have been provided with a copy of and have read this Pay Plan.

Agreed to:

Salesperson

Approved by:

01-10-2022

Date