

October 30, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Jetro Holdings, LLC:
Cogency Global
1325 J Street, Suite 1550
Sacramento, CA 95814

Agent for Service of Process for Jetro Cash & Carry Enterprises, LLC:
Cogency Global
122 East 42nd Street, 18th Floor
New York, NY 10168

Re: Santos Cortez v. Jetro Holdings, LLC and Jetro Cash & Carry Enterprises, LLC

Dear Labor and Workforce Development Agency, Jetro Holdings, LLC, and Jetro Cash & Carry Enterprises, LLC:

This letter shall serve as Santos Cortez's ("Mr. Cortez") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Jetro Holdings, LLC and Jetro Cash & Carry Enterprises, LLC (collectively, "Jetro"), including the facts and theories to support the alleged violations. Mr. Cortez intends to seek civil penalties against Jetro under the Private Attorneys General Act of 2004 ("PAGA") on his own behalf and on behalf of all other non-exempt employees currently or formerly employed by Jetro in California during the statutory period ("Aggrieved Employees"). Mr. Cortez is informed and believes and based thereon alleges that there are at least 1,000 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Mr. Cortez alleges Jetro violated the following Labor Code provisions: Labor Code §§ 227.3, 246, 1198, 2101, 2102.

Facts and Theories Supporting Each Alleged Violation

Mr. Cortez was employed by Jetro in Vernon, California as a non-exempt stocker from approximately April 2017 to approximately August 2025.

Reporting Time, Sick, and Vested Vacation Wages

Throughout the statutory period, Jetro failed to pay Mr. Cortez and other Aggrieved Employees reporting time wages, sick wages, and vested vacation wages at the correct rate. For example, Plaintiff was paid 16 hours of sick wages, 4 hours of reporting time wages, and 120 hours of vested vacation at his termination at the rate of \$19.50 per hour, although his regular hourly rate at the time was \$20.35. Jetro's underpayment of reporting time, sick, and vested vacation wages violated Labor Code §§ 227.3, 246, and 1198.



Warehouse Quotas

Throughout the statutory period, Jetro subjected Mr. Cortez and other Aggrieved Employees to unlawful quotas which were not disclosed to Mr. Cortez and other Aggrieved Employees timely and in writing. Further, Jetro took adverse employment actions against Mr. Cortez and other Aggrieved Employees for failing to meet Jetro's quotas. Jetro's warehouse quota practices violated Labor Code §§ 2101 and 2102.

Based on these violations, Mr. Cortez seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed herein is the class action complaint Mr. Cortez is filing against Jetro, which provides further legal and factual support for the violations alleged above. Mr. Cortez intends to file a separate complaint under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", is written over a light blue circular stamp.

Fawn F. Bekam

Enclosure: Class Action Complaint