

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
novel@bamlawca.com

WRITERS EXT:
(858)-336-6865

July 9, 2026
CA3952

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Electrical Consultants, Inc.
Certified Mail #9589071052704052147635
Jelena Radibratovic
5030 CAMINO DE LA SIESTA
SUITE #407
SAN DIEGO, CA 92108

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of David Szep ("Plaintiff") and all other Aggrieved Employees of Electrical Consultants, Inc. and/or HiLine Nation, LLC. Aggrieved Employees" refers to all individuals who are or previously were employed by Electrical Consultants, Inc. and/or HiLine Nation, LLC in California, including any employees staffed with Electrical Consultants, Inc. and/or HiLine Nation, LLC by a third party, and classified as non-exempt employees during the time period of July 9, 2025 through a date as determined by the Court ("PAGA Period").

Plaintiff was employed by Defendant in California from approximately March of 2021 through May of 2026. Plaintiff was employed as a non-exempt employee in the construction industry and was paid on an hourly basis. Plaintiff's job duties included driving throughout San Diego County and other California locations in a company truck,

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locating assigned pole numbers and coordinates, hiking to power line locations, inspecting power poles, taking photographs, organizing job packets, and uploading inspection information and files from home at the end of the day. Plaintiff was assigned job packets and was required to complete the inspection work connected to those assignments.

During the PAGA Period, Defendant failed to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses in violation of Labor Code section 2802. Plaintiff used his personal cell phone for work-related communications with coworkers and/or supervisors. Plaintiff also used his personal home internet to complete required computer work, including uploading work-related files and inspection information after returning home. Even though some wage statements reflect a “Phone Reim” line, Plaintiff was not fully reimbursed for the reasonable expenses he incurred for required personal cell phone and home internet use.

Defendant also occasionally failed to provide Plaintiff and other Aggrieved Employees with compliant meal periods and rest periods in violation of Labor Code sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Plaintiff did not have a traditional clock-in or clock-out system. Instead, Plaintiff entered his time digitally, generally after returning home. Plaintiff was required to drive directly to job sites, hike in the field to locate power poles, inspect the poles, take photographs, travel to the next location, and then return home to upload his work. Due to the field-based nature of Plaintiff’s work, Plaintiff was sometimes unable to take compliant, duty-free meal periods before the end of the fifth hour of work. Plaintiff sometimes ate while driving between job locations or while continuing to perform work-related duties. Plaintiff also sometimes worked shifts exceeding ten hours and was not provided compliant second meal periods. Plaintiff was also sometimes unable to take compliant rest periods because he continued driving, hiking, locating power poles, inspecting power lines, and completing assigned job duties. After a review of Plaintiff’s paystubs, Defendant never paid Plaintiff a single meal or rest break premium.

Further, Defendant sometimes failed to pay all minimum and overtime wages owed to Plaintiff and other Aggrieved Employees in violation of Labor Code sections 510, 1194, 1197, 1197.1, and 1198. Plaintiff was a non-exempt hourly employee and sometimes worked more than eight hours in a day, more than forty hours in a workweek, and, on some occasions, worked shifts lasting up to approximately sixteen hours. Plaintiff was not paid the legally required overtime and double time wages. Plaintiff’s wage statements reflect regular hourly pay and, in some pay periods, drive time paid at Plaintiff’s hourly rate, but do not reflect overtime wages despite Plaintiff working overtime hours. Defendant also paid Plaintiff a non-discretionary bonus incentive wage

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during the PAGA Period, including a \$5,000.00 incentive payment reflected on Plaintiff's wage statements. To the extent Plaintiff and other Aggrieved Employees worked overtime during pay periods in which the non-discretionary bonus incentive wage was earned, Defendant failed to pay overtime at the correct regular rate of pay because the non-discretionary bonus incentive wage should have been included in the regular rate calculation.

Pursuant to Labor Code sections 204 and 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees all wages owed during employment, including unpaid overtime wages, minimum wages, and meal and rest period premium wages. Because Plaintiff and other Aggrieved Employees were not paid all wages and premiums when due, Defendant failed to timely pay all compensation required under California law.

Defendant failed to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees in violation of Labor Code section 226(a). Plaintiff and other Aggrieved Employees were paid on an hourly basis, and their wage statements should have accurately reflected all applicable hourly rates, all hours worked, gross wages earned, net wages earned, and all minimum, overtime, and premium wages owed. However, because Defendant failed to pay overtime wages and meal and rest period premiums, Plaintiff's wage statements did not accurately identify all wages earned or all applicable rates of pay.

Additionally, Defendant failed to pay Plaintiff and other formerly employed Aggrieved Employees all wages owed upon separation, including unpaid overtime wages, minimum wages, and meal and rest period premium wages, in violation of Labor Code sections 201, 202, and 203. As a result, Plaintiff and other formerly employed Aggrieved Employees are entitled to waiting time penalties.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Elizabeth Novel Cefalu

Elizabeth Novel Cefalu, Esq.

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Online Filing

Hiline Nation, LLC
Certified Mail #9589071052704052147628
1505 Corporation
Sandra Menjivar
500 N BRAND BLVD,
SUITE #890
GLENDALE, CA 91203

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driving throughout San Diego County and other California locations in a company truck, locating assigned pole numbers and coordinates, hiking to power line locations, inspecting power poles, taking photographs, organizing job packets, and uploading inspection information and files from home at the end of the day. Plaintiff was assigned job packets and was required to complete the inspection work connected to those assignments.

During the PAGA Period, Defendant failed to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses in violation of Labor Code section 2802. Plaintiff used his personal cell phone for work-related communications with coworkers and/or supervisors. Plaintiff also used his personal home internet to complete required computer work, including uploading work-related files and inspection information after returning home. Even though some wage statements reflect a “Phone Reim” line, Plaintiff was not fully reimbursed for the reasonable expenses he incurred for required personal cell phone and home internet use.

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overtime hours. Defendant also paid Plaintiff a non-discretionary bonus incentive wage during the PAGA Period, including a \$5,000.00 incentive payment reflected on Plaintiff's wage statements. To the extent Plaintiff and other Aggrieved Employees worked overtime during pay periods in which the non-discretionary bonus incentive wage was earned, Defendant failed to pay overtime at the correct regular rate of pay because the non-discretionary bonus incentive wage should have been included in the regular rate calculation.

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claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Elizabeth Novel Cefalu

Elizabeth Novel Cefalu, Esq.