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Electronically FILED by
Superior Court of California,
County of Los Angeles
1/12/2024 4:09 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Salcedo, Deputy Clerk

6 Attorneys for Plaintiff
RWA Wealth Partners, LLC, successor in interest to
7 Polaris Wealth Advisory Group, LLC

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11
12 RWA WEALTH PARTNERS, LLC, a Delaware
Limited Liability Company,

13 Plaintiff,

14 v.

15 MARINER, LLC dba Mariner Wealth Advisors, a
16 Kansas Corporation; MARINER PLATFORM
SOLUTIONS, LLC a Delaware Corporation;
17 MARINER WEALTH ADVISORS, LLC, a
18 Kansas Corporation, and DOES 1-20,

19 Defendants.

Case No. 24VEC000181

**COMPLAINT FOR (1) UNFAIR
COMPETITION IN VIOLATION OF CAL.
BUS. & PROF. CODE § 17200 ET SEQ. (2)
MISAPPROPRIATION OF TRADE
SECRETS IN VIOLATION OF
CALIFORNIA'S UNIFORM TRADE
SECRETS ACT CAL. CIV. CODE § 3426
(3) COMPUTER FRAUD IN VIOLATION
OF CALIFORNIA PENAL CODE § 502;
(4) AIDING AND ABETTING TORT; (5)
CIVIL CONSPIRACY; (6) INTENTIONAL
INTERFERENCE WITH CONTRACTUAL
RELATIONS; AND (7) INTENTIONAL
INTERFERENCE WITH PROSPECTIVE
ECONOMIC RELATIONS**

22 Plaintiff RWA Wealth Partners, LLC ("RWA")¹ hereby brings this complaint against Defendants
23 Mariner, LLC, doing business as Mariner Wealth Advisors ("MWA"), Mariner Platform Solutions, LLC
24 ("MPS"), Mariner Wealth Advisors, LLC, and DOES 1-20 (collectively, "Defendants") and respectfully
25 alleges as follows:
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27
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¹ RWA is the successor in interest to Polaris Wealth Advisory Group, LLC.

1 **INTRODUCTION**

2 1. This case involves a clandestine scheme in which Defendants sought to obtain an unfair
3 advantage in the wealth management industry by destabilizing the contractual relationships of a
4 competitor, stealing its proprietary information, and accessing its computer data and network without
5 permission – all to gain an unlawful leg up in the industry the easy way: by cheating. Indeed,
6 Defendants’ clandestine plot centered on the recruitment of an “inside man” – finding the perfect double
7 agent in Brandon Berman, a then wealth manager for competitor Polaris Wealth Advisory Group, LLC
8 (“Polaris”). Defendants knew their “inside man” was well-positioned to execute their subterfuge because
9 Berman managed (or assisted in managing) more than one hundred of Polaris’ client relationships and
10 had access to Polaris’ proprietary systems and client data. With Berman ready to play the Benedict
11 Arnold role, Defendants coached and directed him to surreptitiously feed them confidential and
12 proprietary client data and business information, and to steal clients.

13 2. This is not the first time Defendants have played this illicit gambit. Defendants have
14 made similar moves across the country over the past few years, provoking the employees of their
15 competitors to:

- 16 • breach their employment agreements, confidentiality agreements and acceptable use
- 17 policies,
- 18 • work against their firms’ interests from the inside and poison long-term client
- 19 relationships for the benefit of Defendants, and
- 20 • obtain proprietary information and give it to Defendants.

21 Worse still, it appears that Defendants encourage their “inside men” to do all of this before those people
22 provide their employer any hint that they intend to resign and jump to Defendants.

23 3. When caught, Defendants play the victim – blaming the lawyers, their new hires and even
24 their competitors. This time, however, the evidence leaves them no wiggle room. Defendants left behind
25 a trail of digital fingerprints, and their inside man came clean.

26 4. The facts show that Defendants acted as the savvy handler in early calendar year 2022,
27 directing their inside man Berman to continue working his wealth management job at Polaris for months,
28 while it appears they secretly conspired on how to best steal Polaris’ data and clients. Throughout March

1 and April 2022, Defendants hatched a plan that had Berman commit disloyal acts, steal Polaris’
2 proprietary information, misuse Polaris’ computer data and sabotage Polaris’ client relationships – all of
3 which harmed Polaris and aided Defendants. All the while Berman remained on Polaris’ payroll.

4 5. Berman was no lone wolf. Defendants instigated the skullduggery, and aided and abetted
5 his action at every turn. They had executed this gameplan before, and the playbook was the same—
6 Berman was just the next useful tool in line. Defendants encouraged him to breach the duties he owed as
7 a Polaris employee and interfered with Berman’s employment agreement with Polaris. Defendants also
8 interfered with Polaris’ contractual relationship with its wealth management clients—Defendants also
9 operate in the wealth management space and knew full well that Polaris had Investment Advisory
10 Agreements with each of its clients.

11 6. Defendants encouraged Berman to tap into Polaris’ data systems to extract key client
12 information. Thereafter, Defendants provided Berman with technology to enable him to pass Polaris’
13 proprietary information to them. For this, Defendants are civilly liable for directing and guiding Berman
14 to steal and misuse Polaris’ computer data.

15 7. In March 2022, Berman informed Defendants that he had used Polaris’ systems to create
16 a client list chock-full of proprietary information without Polaris’ or Polaris’ clients’ permission or
17 knowledge – a document he had creatively named “the List.” Upon learning this, Defendants did not
18 tell him to stop or to delete the document. Instead, it appears they arranged to speak with (and / or get
19 information from) Berman’s lawyers to create a cover story and develop a game plan to cover their
20 collusion – including a memo that provided tips and tricks on how to avoid getting caught when stealing
21 confidential information (and plaintiff believes that there will be additional evidentiary support for this
22 connection after a reasonable opportunity for further investigation or discovery). While the exact timing
23 remains shadowy, the evidence shows that Defendants brazenly accepted “the List” from Berman, with
24 knowledge of the improper circumstances under which it was created and fully aware that Berman had
25 no right to possess it and no right to give it to Defendants. That document remains in Defendants’
26 possession to this day. And, in addition to possessing it, it is clear Defendants used the data in “the List”
27 to steal Polaris’ clients beginning in early 2022.
28

1 to use or disclose Polaris' trade secrets and confidential information. Polaris entrusted Berman with
2 managing more than one hundred client relationships, and he traveled throughout Los Angeles County
3 and Southern California to meet and work with these Polaris clients.

4 12. Currently, Berman works for Defendants as an investment advisor. According to public
5 records, Berman is an investment advisor registered with Mariner Platform Solutions, LLC located at
6 30423 Canwood Street, Suite 227, Agoura Hills, California 91301. As reflected on the Securities and
7 Exchange Commission's Investment Advisor Public Disclosure webpage, Berman registered with
8 Mariner Platform Solutions, LLC on April 22, 2022. The evidence shows that Berman signed
9 agreements with clients on behalf of MPS and generally held himself out as Defendants' agent. By the
10 time he gave notice to Polaris that he was resigning on April 22, 2022, Berman, supported by
11 Defendants, had already been interfering with Polaris' contractual relationships with its clients and
12 tampering with Polaris' other business relationships. To be clear, Defendants' coordination with Berman
13 before he resigned employment was not just preparing to compete with Polaris. Plaintiff believes it is
14 likely to have evidentiary support after a reasonable opportunity for further investigation or discovery
15 that Defendants coached Berman on how to steal information and directed his unlawful competition
16 against his employer for at least a month, likely longer.

17 13. On behalf of Defendants, Logan Baldner, MWA's manager of corporate development
18 and strategy, served as Berman's handler and covert advisor. Baldner knew about "the List" and
19 continued to recruit and guide Berman anyway. Baldner formally consummated Defendants'
20 relationship with Berman on March 24, 2022 (with Defendants and Berman executing a services
21 agreement), which as it turns out was more than a month before Berman resigned from Polaris. As was
22 Defendants' procedure, Baldner and Berman passed messages, information and documents to one
23 another using file collaboration software, including Box.com.

24 14. In addition to Baldner, Defendants sent in Matthew Lovejoy, a Managing Director at
25 MWA, to help manage Berman while he was still employed at Polaris. Lovejoy worked in corporate
26 development and was a critical player in directing and guiding Berman's unlawful actions.

27 15. Beginning in approximately March 2022, while Berman was still at Polaris, Baldner and
28 Lovejoy coached and directed Berman how to transition Polaris' clients and business to Defendants.

1 Berman used a new business email address, brandon@totalwealthservices, and a personal email
2 brandon.berman28@gmail.com to communicate with Baldner and Lovejoy at their business addresses.
3 Berman also participated in web chats with them using Google Hangouts. Berman also used file
4 exchange software to exchange information with Defendants, including Box.com. Berman would send
5 Defendants information via Box.com, and Defendants shared information with him via Box.com.
6 Berman was collaborating with Defendants using Box.com well before he resigned from Polaris. On
7 information and belief, Defendants equipped Berman with multiple Box.com accounts so that he could
8 surreptitiously pass them Polaris' client data and information.

9 16. Mr. Baldner and Mr. Lovejoy were Berman's primary points of contact for his
10 onboarding with Defendants. The digital paper trail shows that they were heavily involved in mining
11 Berman for operational details and getting him up and running to steal Polaris clients for Defendants'
12 benefit in late March and early April 2022. Not only were they aware he was poisoning Polaris'
13 relationships with its clients through false and misleading statements, they directed his conduct and
14 coached him on how to do it and how to position his future role with the Defendants to the Polaris
15 clients.

16 17. Prior to Berman's resignation from Polaris, Berman informed Baldner that he had created
17 a client list using Polaris' data and information systems—the document Berman named “the List.”
18 Berman discussed “the List” with Baldner. During their discussions, Baldner told Berman to make sure
19 he had spoken to legal counsel about it.

20 18. In mid-March 2022, Baldner asked Berman to send him copies of Berman's employment
21 agreements and non-disclosure agreements with Polaris. He explained Defendants' lawyers needed to
22 look at Berman's agreements with Polaris. Berman sent Baldner his Employment Offer and
23 Confidentiality Agreement with Polaris.

24 19. In mid-March 2022, Berman also communicated with Lake Smith, a corporate
25 development and strategy specialist employed by Defendants at the time. On information and belief,
26 Smith no longer works for Defendants.

27 20. On or around March 11, 2022, on behalf of Defendants, Smith requested that Berman
28 sign a non-disclosure agreement and fill out a business profile questionnaire. Smith explained that

1 Defendants needed information regarding his Polaris clients. Smith sent Berman these materials, and
2 Berman returned these forms to Smith on March 14, 2022. Berman also sent Smith the agreements that
3 Mr. Balder had requested, including his Employment Agreement and his Confidentiality Agreement.
4 Defendants requested additional Polaris proprietary information in a business profile questionnaire,
5 which they directed Berman to complete. Berman provided some information on the business from
6 Polaris that Berman was working to take with him with Defendants' coaching, including the assets under
7 management ("AUM") for the ten largest Polaris clients that he serviced, the trailing twelve month
8 revenue for those clients at Polaris, and a total overall AUM that Berman projected taking from Polaris
9 to Defendants. This information was clearly proprietary and confidential to Polaris, and Defendants
10 knew Berman was not permitted to share it because they had reviewed Berman's Confidentiality
11 Agreement during their due diligence.

12 21. On approximately March 17, 2022, Baldner sent Berman a Master Services Agreement
13 ("MSA"), for Berman to sign with MPS. Baldner offered to discuss the agreement with Berman's
14 lawyer, Sean Sullivan. Since Berman had already told his lawyer and Defendants that he had compiled a
15 Polaris client list, Berman wanted to make sure that Baldner and Defendants were ok with him taking
16 "the List." Neither Baldner nor anyone else raised any objections. Thereafter, Baldner and Berman had
17 a number of additional communications at the end of March 2022 regarding onboarding activities, and
18 transitioning Polaris' clients.

19 22. As early as March 2022, Baldner knew Berman had created and saved "the List"
20 (containing Polaris' clients and account details), because Berman had told him about "the List." In
21 March 2022, Baldner was aware that Berman planned to bring Polaris' clients to Defendants because
22 they discussed it on the phone and during video meetings. Baldner knew Berman was using "the List" in
23 March and April 2022, prior to Berman's resignation from Polaris, because Berman told him this. With
24 all this knowledge, Baldner advised Berman that his lawyer should speak with Defendants' legal and
25 compliance team. Baldner never told Berman that he should not be discussing "the List" with Baldner;
26 Baldner never told Berman not to use "the List" during Berman's onboarding and to market his launch;
27 and, Baldner did not warn Berman not to bring "the List" with him from Polaris to Defendants. In fact,
28

1 Baldner was not only aware of Berman's conduct and plans, he encouraged Berman's actions. Those
2 actions would benefit Defendants.

3 23. Berman signed the MSA on March 24, 2022 and returned it to Baldner. At that point,
4 Berman was in a contractual relationship with Defendants, which Defendants knew was a violation of
5 his obligations to his then-current employer, Polaris. Nonetheless, Defendants had Berman work with an
6 onboarding specialist from Defendants named Ashley Gaskins. Berman started transition activities with
7 her in late March 2022, and attended an "MPS Transition Kickoff" meeting with her, Baldner and
8 Lovejoy on March 30, 2022.

9 24. On March 31, 2022, Baldner provided Berman with a shared Box.com folder. Baldner
10 told Berman that they could use that Box.com to share files between Berman and Defendants. Using file
11 transfer software like Box.com allowed them to communicate without creating an email trail.

12 25. In early April 2022, Andrea Rafter, a legal and compliance associate at MWA, contacted
13 Berman offering to help facilitate his resignation from Polaris and answer any questions. Rafter raised
14 no objection to Berman's theft of Polaris' client data and information. This was telling because Baldner,
15 Lovejoy and Smith were all familiar with Berman's activities, including the creation of "the List,"
16 coached him up on how to convert these clients, and never once told him Defendants did not want "the
17 List." Why? Because they clearly wanted "the List" -- and when Berman sent it to them, they kept it.
18 Indeed, on or around April 18-19, 2022, Berman worked with Josh Owens from Defendants' marketing
19 team. At the time, Owens was a marketing manager for Mariner Wealth Advisors. On information and
20 belief, Owens left MWA in July 2023. Owens provided Berman with templates and materials and an
21 FAQ template for Berman to use to conduct his outreach to Polaris' clients. Owens called these "launch
22 communications." However, Defendants already had initiated Berman's "launch" in March 2022, and
23 were well aware that while he was employed with Polaris he was communicating with clients about
24 joining Mariner -- clients that were under contract with Polaris. They were also well aware that Berman
25 had an Employment Offer and a Confidentiality Agreement with Polaris, and that all of these activities
26 (that they encouraged) were prohibited by those agreements.

27 26. On information and belief, Defendants tapped into Berman's knowledge, connections,
28 and relationships at Polaris in Southern California, and leveraged Berman's access to Polaris'

1 proprietary and confidential information and trade secrets including client portfolios, client account data,
2 and client report and client documents, to make an unfair use of Polaris' proprietary and confidential
3 information and trade secrets in order to give Defendants an unfair advantage in expanding their
4 operations in California.

5 27. In addition to their theft of Polaris' client data and lists, Defendants engaged in a
6 conspiracy with Berman to undermine Polaris' client relationships and secure future business for
7 Defendants at the expense of Polaris, which conspiracy included a plan to gain unauthorized access to
8 and use Polaris' property.

9 28. In an effort to distance themselves from Berman, Defendants now claim that Berman is
10 operating on their behalf as an independent contractor. This of course does not explain why Berman was
11 signing up clients on Defendants' behalf beginning in April 2022 (on Defendants' signature block), nor
12 does it explain the extensive collaboration and onboarding that took place between Berman and
13 Defendants in March and April 2022. In fact, Defendants secretly hired Berman in March 2022, but did
14 not disclose the hiring at that time so that Berman could continue to operate as their secret agent inside
15 Polaris and while Polaris still employed Berman in a position of trust. His resignation did not come until
16 April 22, 2022.

17 29. On April 22, 2022, Berman submitted a letter of resignation to Polaris. The letter states
18 that he was starting his own firm and working with Defendants. Defendants had provided Berman with
19 a template of this letter for him to send to Polaris, and Berman used the template. One of Defendants'
20 attorneys provided Berman with comments on his draft resignation letter, even though Defendants knew
21 he was competing unlawfully and had stolen Polaris' client data ("the List") and given it to Defendants.
22 Indeed, it appears Defendants' legal department was aware early on that Berman had created and taken
23 "the List." They had communicated with Berman's lawyers and coached him up on what to say (and not
24 to say) weeks before his actual resignation.

25 30. Berman saved "the List" and various versions of it on the Box.com file collaboration site
26 that Defendants provided to him. Prior to his resignation, Defendants also helped Berman set up his
27 laptop and his MS OneDrive, which allowed him to share information with Defendants easily. Using
28 that laptop, a copy of "the List" was saved on to Defendants' server—before Berman resigned from

1 Polaris. However, just three days after Berman resigned, Ashley Gaskins, an executive at MWA
2 responsible for enterprise strategy, asked Berman to email Defendants updated versions of “the List.”

3 31. After receiving his resignation, Polaris looked into Berman’s last few months of work
4 while at Polaris. It discovered that he had secretly been working for Defendants for weeks, if not longer,
5 based on the activity on his Polaris-owned electronic devices. Unbeknownst to Polaris at the time,
6 Defendants had memorialized Berman’s hiring in March 2022, while he was still employed by Polaris.

7 32. Initially, the depth of Defendants’ involvement and the existence of a conspiracy was not
8 clear. This was in part the case because Defendants defiantly refused to cooperate with Polaris’s
9 investigation, and denied any involvement or wrongdoing.

10 33. After discovering and investigating Berman’s activities, Polaris filed an arbitration
11 demand with JAMS on May 6, 2022, and a complaint in Los Angeles County Superior on May 10, 2022.
12 On May 13, 2022, Judge Huey Cotton issued a comprehensive TRO, first directing Berman *and anyone*
13 *acting in concert with him* (1) “to return all property belonging to Polaris, including any confidential and
14 trade secret information,” and (2) to cease and desist any further use of Polaris’ information to solicit
15 clients. The court also ordered Berman to create a list of clients with whom Berman worked while at
16 Polaris, and ordered Berman to abstain from contacting those clients. The TRO ordered Berman to turn
17 over his primary computer and cellphone he used in the run-up to his Polaris departure, so that a neutral
18 forensic investigator could review the equipment.

19 34. On May 17, 2022 (by email) and May 18, 2022 (by Federal Express), through counsel,
20 Polaris informed Defendants’ legal department of its concerns regarding Defendants’ actions with
21 Berman. Polaris also notified Defendants about the TRO and provided them with a copy of the TRO. A
22 true and correct copy of the letter is attached hereto as **Exhibit A**. Polaris also reminded Defendants of
23 their obligation to preserve all potentially relevant information, including any data or information taken
24 from Polaris or relating to Polaris, and advised them that they needed to suspend any automated
25 deletions, purges, or limited retentions that apply to electronically stored information.

26 35. On or around July 13, 2022, through counsel, Polaris communicated in writing and orally
27 with Defendants’ legal department to discuss Berman and Defendants’ theft of “the List” and Polaris’
28 concern that Mariner was violating the TRO.

1 36. On July 15, 2022, through counsel, Polaris provided Mariner with a copy of a declaration
2 Berman had executed, which detailed the contents of “the List.” On a call, on July 15, 2022, with
3 Defendants’ legal department (Annie Taylor, Esq.), through counsel, Polaris again informed Defendants
4 that the TRO required Defendants to search for and return Polaris’ property, and that the TRO prevented
5 Mariner from using Polaris’ property and contacting clients on “the List.” Defendants claimed that
6 Berman was not their employee during that call, but Polaris explained that Berman’s FINRA and SEC
7 registrations indicated otherwise, and that he had signed agreements as Defendants’ agent. Further,
8 Polaris explained that the TRO was clear that that it restrained not just Berman, but any person or entity
9 acting in concert with Berman. While Taylor denied Defendants were acting in concert with Berman,
10 she did not deny that Defendants might have “the List” or Polaris’ property. Taylor promised to conduct
11 a search. However, Taylor refused to discuss Polaris’ concerns or the TRO with Berman, which calls
12 into question the efficacy of any search she might have conducted. How would she know all the places
13 to look or who to interview without Berman’s help? Yet, Taylor later admitted she was coordinating
14 with Berman’s attorney.

15 37. It was clear from the call that Defendants hoped to create the appearance of independence
16 from Berman, but Taylor’s words did not square up with Defendants’ conduct nor her coordination with
17 Berman’s lawyer. Now that Berman had been caught, Taylor sought to put distance between him and
18 Defendants, but the forensic trail of evidence led back to Defendants.

19 38. Thereafter, the forensic neutral engaged pursuant to the TRO discovered that Defendants
20 possessed an electronic copy of “the List” on their computing systems. After discovering this, through
21 counsel, Polaris notified Defendants on July 29, 2022 that Defendants possessed a copy of “the List” and
22 needed to return and remediate it.

23 39. Notwithstanding Polaris’ multiple attempts to secure compliance by Defendants via email
24 and calls, Defendants failed to return or remediate “the List.” Instead, they argued that they did not need
25 to comply with a California TRO because they were in Kansas (notwithstanding their significant
26 presence in California).

27 40. On September 16, 2022, through counsel, Polaris informed Defendants that a JAMS
28 arbitrator (retired Santa Clara Superior Court Judge John Herlihy) had issued a preliminary injunction,

1 in which the arbitrator held that Berman providing “the List” to Defendants constituted misappropriation.
2 The injunction restrained anyone acting in concert with Berman. On September 16, 2022, through
3 counsel, Polaris and Defendants discussed the injunction during a conference call. Confronted with the
4 injunction and the evidence from the forensic neutral, Defendants changed their tune – at least partially.
5 Taylor agreed that Defendants would search for documents and Polaris’ property, but refused to agree to
6 comply with the other terms of the TRO, claiming Defendants were not compelled to follow it.

7 41. Defendants’ defiant position made no sense. Defendants had recruited Berman in
8 California and set-up his computer systems in California, and Berman provided them “the List” in
9 California. Moreover, Berman was acting as Defendants’ agent in California and signing contracts on
10 Defendants’ behalf with clients that were included on “the List.” The TRO prohibited all of this by both
11 Berman and Defendants.

12 42. On September 21, 2022, in an email, Taylor sent a copy of “the List” to Polaris (through
13 a file sharing link) and admitted that “the List” existed on Defendants’ servers. However, Taylor
14 doubled-down on Defendants’ defiance of the TRO and the JAMS preliminary injunction order, arguing
15 that “the List” was not Polaris’ confidential information and that Defendants were not subject to the
16 TRO or the preliminary injunction.

17 43. Defendants knowingly possessed and used Polaris’ information for months, including
18 “the List,” and continued to do so even after sending a copy of the file to Polaris in September 2022.
19 Defendants offered no explanation for their lengthy period of silence from mid-May 2022 to September
20 2022—presumably because there was no explanation to give. Balder and his colleagues had known
21 about “the List” since March 2022, and Defendants had sanctioned its theft and use by Berman and then
22 saved copies of it on their email and computer systems. Then, even after being provided the TRO,
23 Defendants continued to use “the List” and Polaris’ proprietary information – all in blatant contempt of
24 the court’s direction.

25 44. That Defendants opted to lay low and hoped to avoid detection is unsurprising. But they
26 were not able to conceal their involvement from the neutral forensic expert. Its investigation and
27 examination of Berman’s email accounts, collaboration software and devices (phones and computers),
28 revealed that Berman had dozens of video chats, emails, text messages and calls with Defendants in the

1 months leading up to his departure from Polaris. The evidence also revealed significant usage of file
2 collaboration software between Berman and Defendants. The investigation demonstrated that Berman
3 had provided Defendants with Polaris' property and proprietary information.

4 45. Defendants' conspiracy wrought great harm on Polaris. Subsequent to Berman's
5 departure, nearly 100 Polaris clients moved their accounts to Defendants. Approximately 30 Polaris
6 accounts went in the first two weeks; within the first month approximately 60 Polaris accounts had
7 moved. Defendants conspired with Berman, using him as their "inside man" to unlawfully siphon off
8 data and proprietary information in the months before his resignation from Polaris. Relationships that
9 had taken Polaris years to build were lost because Defendants sponsored unfair business practices by
10 Berman while he was still employed by Polaris, and sanctioned his creation and theft of "the List" –
11 which was the primary tool Defendants used to steal Polaris' clients. The end result of Defendants'
12 unlawful gambit with Berman was the ill-gotten gain of a \$60 million book of business – made up of
13 Polaris' now-former clients. In addition, Defendants' actions adversely impacted Polaris' goodwill and
14 reputation with clients that remained, and in the marketplace. The loss to the business was at least \$74
15 million in assets under management.

16 46. The role played by Defendants is not conjecture or speculation. In addition to the
17 compelling forensic evidence, Berman confirmed many of these facts in sworn deposition testimony at
18 depositions given in calendar year 2022. Thereafter, Berman – perhaps seeking some measure of
19 absolution – came clean, revealing additional factual detail of Defendants' unlawful actions, including
20 their knowledge of "the List." Berman's confession is contained in a sworn affidavit.

21 47. On June 29, 2023, JAMS issued a consent award and order, which included a permanent
22 injunction, against Berman and all those acting in concert with him. Through counsel, Polaris informed
23 Defendants of the order. Polaris, through counsel, also encouraged Berman to inform Defendants--his
24 employers--of the order.

25 48. Accordingly, RWA brings this action to hold Defendants accountable and to redress
26 RWA's damages and—to the extent possible—to stop further harms.

1 **THE PARTIES**

2 49. RWA is a limited liability company organized under the laws of the State of Delaware,
3 with its principal place of business in Newton, MA. RWA is registered to do business in California.
4 RWA is the successor in interest to Polaris. In May 2022, Adviser Investments, LLC (“Adviser”)
5 purchased Polaris. On November 1, 2023, (a) Polaris, as well as another wholly-owned subsidiary of
6 Adviser, each merged into Adviser, with Adviser as the surviving entity, and (b) Adviser changed its
7 name to RWA Wealth Partners, LLC.

8 50. Polaris was a financial investment advisory and wealth management company. Polaris
9 operated in a client service industry, providing its clients with advice on their financial investments, and
10 also actively investing and managing clients’ wealth. As a result, a critical asset for Polaris was its
11 customer lists and other detailed information it has developed about its clients and their investment
12 preferences, histories and strategies, as well as other highly confidential business strategies and pricing it
13 uses to serve those clients. Polaris developed this information through a significant expenditure of time,
14 effort, and economic investment, and the information is immensely valuable to competitors. As a result,
15 Polaris took extensive measures to protect the secrecy of this information, including through written
16 confidentiality agreements with employees such as Berman, to protect it from misuse and from falling
17 into the hands of competitors like Defendants.

18 51. MPS (also doing business as Mariner Advisor Network) is a registered investment
19 adviser or “RIA.” MPS is registered with the United States Securities and Exchange Commission
20 (“SEC”) and Financial Industry Regulatory Authority (“FINRA”), and operates an office in Sacramento,
21 California. MPS is a limited liability company organized under the laws of Delaware. Upon information
22 and belief, MPS is wholly owned by Mariner Advisor Network, LLC which is in turn wholly owned by
23 Mariner Wealth Advisors, LLC. Mariner, LLC (dba Mariner Wealth Advisors with numerous California
24 offices and operations) is a Kansas Corporation affiliated with and under common control with MPS.
25 MPS and Mariner, LLC operate in such a manner – including through brands like Mariner Advisor
26 Network –as to blur the distinction between the entities in the Mariner family of companies. This is
27 apparent in their advertising and offerings of “bundled services.”
28

1 62. Polaris made it abundantly clear in its written Employment Offer to Berman, and in its
2 written policies, including the Confidentiality Agreement, that its confidential and proprietary
3 information is vital to its current operations and future success, that it vigilantly protects its proprietary
4 and confidential information and trade secrets, and that it required the same vigilance from its
5 employees. By accepting employment with Polaris, Berman represented that he understood those
6 requirements and would adhere to them during his employment and after as a continuing obligation.
7 Defendants, by their review of these agreements, knew all of this and encouraged Berman's conduct in
8 breach of these agreements anyway, thereby interfering with Polaris and Berman's contract.

9 **B. The Scope of Berman's Employment Provided Him with Routine Access to Polaris'**
10 **Confidential Information – And Defendants Knew This and Abetted His Malfeasance**

11 63. As a result of Berman's position and status, he had access to Polaris' confidential
12 information and trade secrets regarding a variety of topics, including historical and non-public client
13 portfolio data. For example, Berman had access to Polaris' secured data platforms, such as Money Guide
14 Pro, Salesforce, Worldox and an internal restricted access encrypted database, all of which Polaris
15 maintained and/or developed, and all of which required a considerable amount of both intellectual and
16 monetary capital.

17 64. Defendants knew Berman enjoyed access to Polaris' confidential information and trade
18 secrets. Defendants also knew Berman was misusing Polaris' network and computer systems to create
19 "the List" and was using these systems and data platforms (with Defendants' coaching) to poach Polaris'
20 clients and harm relationships - both during and after his employment at Polaris. Defendants exploited
21 Berman's access to Polaris' confidential information and trade secrets to harm Polaris and for their own
22 economic gain. They conspired with Berman to leverage his access to Polaris' confidential information
23 and trade secrets, both in paper form and on Polaris' computer systems and network. Defendants
24 encouraged Berman's continued unlawful use of "the List," even maintaining a copy on their own
25 computer network. Defendants even went so far as to coordinate with Berman's lawyers, coaching him
26 to create a paper trail so that he could try to employ an advice of counsel defense should their perfidious
27 scheme come to light (and thereby insulate themselves and isolate Berman) -- though that the paper trail
28

1 was created after Berman had already begun the theft and use of Polaris' information with Defendants'
2 knowledge and encouragement.

3 65. Defendants set-up cloud computing accounts and network drives that connected to
4 Defendants' servers on Berman's laptop. Defendants made sure that Berman could easily share and
5 access files and data on Defendants' computer network and systems. The evidence reveals that Berman
6 saved data and stolen client lists on his laptop and uploaded them to a Microsoft One Drive cloud
7 storage account, that in turn uploaded the information to Defendants' computer systems (using
8 OneDrive or file collaboration software like Box.com, or both). Berman named these stolen files: "More
9 names.xlsx," "additional names," and "The List.xlsx." Defendants had access to and used this stolen
10 information with Berman as their inside man (while he was still employed at Polaris) and later as their
11 own employee or agent.

12 **C. Polaris Had Written Agreements with Its Clients – Defendants Knew This, And Unlawfully**
13 **Interfered.**

14 66. Polaris maintained written agreements with its wealth management clients. These
15 agreements are commonly referred to in the RIA business as Investment Advisory Agreements. Berman
16 and Defendants were well aware of Polaris' agreements with clients because they discussed them.
17 Moreover, Defendants are experienced operators in the RIA business and know full well that firms like
18 Polaris are required to have written agreements with their clients. After Defendants coached and abetted
19 Berman's pursuit of Polaris' clients (while he was still employed by Polaris), using "the List" and other
20 inside information, and Berman began working for Defendants, Berman continued to use "the List" as
21 an agent of Defendants, and signed Investment Advisory Agreements on Defendants' behalf with the
22 clients he and Defendants stole from Polaris using "the List."

23 67. Using Berman as their illicit insider, Defendants interfered with Polaris' written
24 agreements with its clients – many of them long term clients of the firm. Defendants provided Berman
25 the blueprint for his client outreach communications to help transition Polaris clients to Defendants,
26 while Berman was still a Polaris employee. Defendants encouraged Berman to poach those clients for
27 their benefit (including while he was still employed by Polaris) and many of those clients ultimately
28 left Polaris because of the interference, and Polaris was harmed as a result. Defendants provided

1 templates draft communications, FAQs and other materials for Berman to use to steal clients on “the
2 List,” all while Berman remained a Polaris employee. Defendants actively encouraged Berman to
3 recruit the clients on this List using their tools, all while Berman remained a Polaris employee, and
4 knowing full well that they were interfering with Polaris’ contractual relationships.

5 **FIRST CAUSE OF ACTION**

6 **(Unfair Competition in Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code**
7 **§ 17200 *et seq.* – Against All Defendants)**

8 68. RWA re-alleges and reincorporates by reference all preceding allegations in their entirety,
9 as if fully set forth herein.

10 69. Defendants’ conduct constitutes unlawful, unfair, and/or fraudulent business practices in
11 violation of California’s Unfair Competition Laws (California Business & Professions Code § 17200, *et*
12 *seq.*).

13 70. This matter involves a scheme in which Defendants enlisted Berman as their inside man
14 following Polaris’ announcement of its intended transaction with Adviser Investments, and before
15 Berman’s resignation as an employee of Polaris. Defendants conspired with and then assisted Berman
16 while he meticulously accessed and gathered confidential client information in order to unlawfully use
17 the material to support his upcoming launch of his business with Defendants. Defendants worked with
18 Berman as he formed a new entity, Total Wealth Services (“TWS”), and they included it under
19 Defendants’ corporate umbrella (according to public SEC and FINRA filings). Defendants’ scheme was
20 to steal Polaris’ clients and its proprietary and confidential information using Berman as their mole who
21 could access this information without suspicion. And Defendants set up the IT infrastructure for Berman
22 and TWS, which is how he passed “the List” to them. This conduct occurred while Berman was an
23 employee of Polaris (and Defendants knew he was an employee), and thereafter.

24 71. Upon learning that Polaris was being acquired by Adviser Investments, Defendants and
25 Berman worked in concert to begin actively competing against Polaris while Berman was still employed
26 by Polaris. Defendants were aware that Berman had created a new corporate entity, Total Wealth
27 Services, to help execute the scheme to unfairly compete against Polaris, while still employed by Polaris.
28

1 Defendants aided and abetted this scheme by helping Berman in recruiting Polaris clients, who were
2 wrongly poached from Polaris while Berman remained employed with Polaris.

3 72. Defendants also conspired to unfairly compete with Polaris by participating in the scheme
4 to poach clients from Polaris while Mr. Berman was employed with Polaris.

5 73. While Berman continued to hold a managerial position and a position of trust at Polaris,
6 he and Defendants conspired to have Berman commit disloyal acts that harmed Polaris. The actionable
7 wrongs that Berman committed and for which Defendants are also liable include breaches of the duties
8 that Berman owed as Polaris' employee and fiduciary, and civilly actionable offenses committed when
9 Defendants directed Berman to conduct the unauthorized use, access to and transfer of Polaris' computer
10 data.

11 74. With Defendants' coaching and direction, Berman made material misrepresentations to
12 Polaris' clients in order to convince them to join Defendants. Specifically, Berman made material
13 misrepresentations to clients, informing them that they would not be working with a fiduciary if they
14 remained at Polaris after it merged with Adviser Investments, in order to convince clients to transition
15 their business from Polaris to Defendants.

16 75. Defendants' business acts and practices were unlawful as described above.

17 76. Defendants' business acts and practices were fraudulent. In particular, Defendants –
18 using Berman as their inside man - acted to deceive Polaris by not disclosing that Berman had gathered
19 and retained Polaris' confidential and proprietary information, including "the List," and that Defendants
20 intended to use it to help increase their own business (both in terms of the number of clients and AUM)
21 and to compete unfairly against Polaris. In fact, Defendants saved "the List" on their computing systems.
22 Defendants accomplished this through manipulation and subterfuge, directing the actions of Berman
23 both while he was employed with, and following his departure from, Polaris. Defendants also used
24 fraudulent business practices to aid and abet Berman, in that they worked with Berman to poach clients
25 from Polaris, while Berman was still employed by Polaris. Defendants also conspired with Berman, in
26 that they worked with Berman to poach clients from Polaris, while Berman was still employed by
27 Polaris.
28

1 misappropriation of Polaris’ trade secrets and confidential information regarding Polaris’ customers—
2 including customer details, client analysis, and other highly confidential information that Berman had
3 access to because of his employment with Polaris. Defendants conspired with Berman to plan the theft,
4 and then received copies of the stolen proprietary data and trade secrets via file collaboration systems
5 and Microsoft OneDrive. Indeed, Defendants admitted that they had saved copies of “the List,” which a
6 Court and an Arbitrator found to be a trade secret, on their computer network. This was not some
7 inadvertent slip up. Defendants’ executives and lawyers coordinated extensively with Berman to spirit
8 the proprietary data and information away from Polaris. Upon information and belief, Defendants even
9 coordinated with Berman’s lawyers to discuss “the List” and develop legal wiggle room for themselves
10 should Berman get caught. Public litigation filings reveal that this is consistent with Defendants’ anti-
11 competitive playbook. They seek legal opinions to cover their moves. Here, they apparently hoped
12 Berman’s lawyers would serve as a firewall in the event he was caught with “the List.”

13 82. The circumstantial evidence suggests that Defendants wanted to create a cover story, i.e.,
14 if Berman got caught they would blame Berman and his lawyer’s legal opinion, and then attempt to side
15 step the matter by arguing Berman was an independent contractor and they knew nothing. But caught
16 they were. And the cover story had a problem. Baldner had discussed “the List” with Berman, and
17 Gaskins had solicited a copy of it from him. Moreover, no cover story could explain away Defendants’
18 admission that they had Polaris’ trade secrets saved on their computer systems and networks.
19 Defendants had used the stolen data from “the List” and entered into contracts with clients whose
20 information they obtained from “the List.”

21 83. Defendants and Berman used the stolen trade secrets to solicit Polaris’ clients and
22 compete unfairly – both before and after Berman’s departure from Polaris. Defendants continued
23 unlawful use of the stolen materials and trade secrets violates the TRO and a Permanent Injunction.

24 84. This claim also arises from Defendants’ assistance to, and conspiracy to assist, Berman in
25 his misdeeds. This was not some casual slip up by a low-level employee of Defendants. Orchestrated
26 theft appears to be Defendants’ business plan, and the pattern that emerges from other cases
27 demonstrates they have developed a playbook to perform these clandestine operations using inside men
28 against their competitors – they have executed the plan multiple times across the country already. The

1 team from Defendants – several of who are named in other cases -- serve as skilled handlers for their
2 corporate moles, providing the operational planning, oversight and coaching necessary to ensure that
3 their agents successfully steal the trade secrets necessary to lure away clients.

4 85. As a financial investment advisory and wealth management company, Polaris operated in
5 a client service industry, providing its clients with advice on their financial investments, and actively
6 investing and managing clients' wealth. As a result, a critical asset for Polaris was its customer lists (not
7 just names but highly confidential demographic information) and other detailed information it developed
8 about its clients and their investment preferences, histories and strategies, as well as other highly
9 confidential business strategies and pricing it used to serve those clients. Polaris developed this
10 information through a significant expenditure of time, effort, and economic investment, and the
11 information is immensely valuable to competitors. As a result, Polaris took extensive measures to
12 protect the secrecy of this information, including through written confidentiality agreements with
13 employees such as Berman.

14 86. The information contained in Polaris trade secrets was not generally known to its
15 competitors including Defendants.

16 87. Polaris' business development team was distinct from its wealth advisor team. Wealth
17 advisors at Polaris were not responsible for generating custodial referral channel leads themselves, but
18 rather Polaris assigned these custodian-referred clients to wealth advisors for servicing. Sales directors,
19 like Berman, jointly serviced clients with the Wealth Advisor. The majority of Berman's clients were
20 assigned to him, not self-generated. Given the unique and varying nature of each client's financial
21 circumstances, Polaris' sales directors and wealth advisors tailored each management plan towards the
22 specific needs of the client, based on highly detailed and confidential information about the client's
23 resources, financial objectives, risk tolerances, and preferred investment strategies acquired as a result of
24 extensive time, money and energy spent to develop these relationships.

25 88. As part of its business, Polaris developed, and uses, various proprietary and confidential
26 trade practices, trade materials, and other trade secrets. These trade secrets were the result of years of
27 time, money and labor, including well over \$1 million in costs. Such expenses included hundreds of
28

1 thousands of dollars in business development, personnel and training costs, as well as years of effort and
2 expense maintaining close client relationships.

3 89. Polaris' trade secrets include the client investor lists and data, including client names and
4 contact information; prospective client leads and information; client financial statements; client assets,
5 net worth, client investment goals, client preferences, transaction histories, and other client data;
6 portfolio allocations; investment strategy materials; client budgets; pricing information; investment and
7 sales strategies; marketing plans and business plans; and other information that is confidential to Polaris,
8 its employees and its business.

9 90. Polaris' trade secrets had significant economic value from not being generally known to
10 the public or the financial industry, including the investment and wealth management services industry.
11 This information was developed by Polaris over a substantial period of time, including through
12 substantial costs obtaining, cultivating and maintaining client relationships. If this information could
13 have been learned at all by a competitor, it would have taken a substantial period of time to learn, at a
14 substantial cost. Keeping this information confidential provided Polaris with economic value and a
15 competitive advantage.

16 91. Polaris took extensive measures to maintain the secrecy of the trade secrets, and to
17 prevent disclosure of this information to the general public or the investment and wealth management
18 industry. For example, Polaris maintained secure physical premises and stored its electronic records on a
19 secured, password-protected network, and maintains procedures to limit access to highly sensitive
20 materials to just those Polaris employees who needed to access them to complete client work.

21 92. Coordinating with Berman illicitly, Defendants knew they had the opportunity to steal a
22 carefully curated compilation of client investor data, which was a trade secret. Experienced in the RIA
23 business, Defendants knew that neither they nor Berman were allowed to take and share sensitive client
24 financial data without specific client authorization. Defendants have claimed that all the information
25 Berman provided to them was freely available in the public domain, and that the secret lists they stole
26 were not really trade secrets anyway. However, the trade secrets that they stole from Polaris and saved
27 on their server were much more than client names and addresses. Rather, "the List" and other documents
28

1 that Defendants stole contained detailed information about the clients and Polaris' investment roadmaps
2 for them.

3 93. Defendants' employees, Ashley Gaskins and Annie Taylor, had their fingerprints all over
4 these materials both at the point of covert theft and again after Berman joined Defendants. For example,
5 shortly after Berman resigned, Gaskins had requested updated versions of "The List" despite knowing
6 Berman had stolen the information. Meanwhile, Taylor had access to "the List" and located copies of it
7 on Defendants' computer systems – sending a copy back to Polaris while claiming to "quarantine"
8 Defendants' system version.

9 94. Defendants misappropriated Polaris' trade secrets by acquiring them through improper
10 means, disclosing, and utilizing these secrets in connection with Defendants' and Berman's enterprise,
11 and in direct competition with Polaris – and now RWA.

12 95. The misappropriations included Defendants' conspiracy with Berman to secure an
13 advantage in stealing clients by planning and coordinating for the transfers of the trade secrets to
14 Defendants, including client data and "the List." Defendants and Berman thereafter accessed these
15 materials on Defendants' systems and used the materials to steal Polaris' clients, service their accounts,
16 and harm Polaris in the marketplace.

17 96. As a direct, foreseeable, and proximate result of Defendants' actions, as described above,
18 RWA has suffered, and continues to suffer, substantial business losses, and other damages in an amount
19 that will be proven at trial. Pursuant to Civil Code § 3426.3, RWA is further entitled to an award of the
20 value of any unjust enrichment of Defendants as a result of their misappropriation of Polaris' trade
21 secrets, or any other form of relief under the Uniform Trade Secrets Act.

22 97. RWA has no adequate remedy at law for its injuries because the damage to Polaris'
23 business relations and the loss of potential business advantage cannot adequately be compensated by
24 monetary damages. Unless enjoined by this Court, Defendants will continue to engage in ongoing acts
25 of misappropriation of Polaris' trade secrets and will continue to earn business from Polaris' trade
26 secrets. As a result, RWA is entitled to an injunction prohibiting this conduct pursuant to Civil Code §
27 3426.2. This is especially true since Defendants have brazenly defied the TRO, and a Preliminary and
28

1 Permanent Injunction issued by JAMS, which orders specifically forbid Defendants' use of Polaris'
2 trade secrets.

3 98. Defendants' misappropriation of Polaris' trade secrets was willful and malicious thereby
4 entitling RWA to exemplary damages in an amount to be determined at trial.

5 **THIRD CAUSE OF ACTION**

6 **(Computer Fraud in Violation of California Penal Code § 502 – Against All Defendants)**

7 99. RWA re-alleges and reincorporates by reference Paragraphs 1 through 67.

8 100. California Penal Code § 502(c) states that any person who knowingly accesses and
9 without permission (1) alters, damages, deletes, destroys, or otherwise uses any data, computer,
10 computer system, or computer network in order to either devise or execute any scheme to defraud,
11 deceive, or wrongfully control or obtain money property or data, or (2) takes, copies, or makes use of
12 any data from a computer, computer system, or computer network, or takes or copies any supporting
13 documentation, whether existing or residing internal or external to a computer, computer system, or
14 computer network, is guilty of a public offense.

15 101. California Penal Code § 502(e) permits a private civil action by the owner of any
16 computer, computer system, or other data who suffers loss by reason of a violation of § 502.

17 102. At Defendants' direction and acting as Defendants' agent, Berman accessed Polaris'
18 computers, computer networks, and computer systems without permission to create "the List" (and
19 otherwise steal, transfer and / or copy Polaris' data) and derivatives of "the List" for use with
20 Defendants. Acting together, Defendants and Berman used and altered Polaris' data and otherwise
21 misused Polaris' proprietary information on its networks. Defendants executed their scheme to obtain
22 Polaris' computer data by fraud and deceit.

23 103. To further their unfair competition against Polaris, Defendants worked with and
24 sanctioned Berman's knowing access of Polaris' computer systems and network, and then used and
25 copied Polaris' company information onto a non-Polaris laptop computer (and one for which Defendants'
26 set up the cloud computing software and Microsoft OneDrive) to wrongfully obtain Polaris' data for use
27 by Defendants and for their benefit. This copying of Polaris' company information, and the use by
28 Defendants, was not permitted by Polaris.

1 104. To facilitate his illicit client recruiting efforts with Defendants, Berman copied Polaris’
2 client data and information from its computer systems; he then compiled it in an Excel spreadsheet
3 which he named “the List,” which he and Defendants used to steal Polaris’ clients, and otherwise gain
4 an unfair advantage in recruiting and onboarding the clients. Berman has admitted that he did not seek
5 permission from Polaris to do this, and he did not tell anyone at Polaris he was doing it. However, he did
6 tell Defendants and they sanctioned his conduct and even saved a copy of “the List” on their computer
7 server. This was part of Defendants’ scheme to defraud and deceive as they plotted to unlawfully
8 jumpstart Berman’s work at Defendants – building off the foundation of Polaris’ stolen computer data
9 that he accessed without permission.

10 105. Clearly, Defendants sought to conceal their actions from Polaris based on the clandestine
11 manner it was conducted. And, later, Defendants sought to prevent discovery of their misconduct,
12 denying that they possessed any of Polaris’ computer data or proprietary information.

13 106. In May 2022, Polaris confronted Defendants with the details of the theft and the TRO. In
14 response, Defendants denied possession of “the List” or any stolen computer data; they refused to
15 comply with the TRO. In July 2022, Defendants continued to refuse to cooperate or abide by the TRO
16 even when presented with additional evidence showing the theft of Polaris’ data and the creation of “the
17 List.”

18 107. In September 2022, Defendants finally began to pay attention. Once confronted with the
19 JAMS Preliminary Injunction and evidence from the forensic expert, Defendants confessed that they had
20 a version of “the List” saved on their server. Alarming, Defendants still refused to comply with the
21 TRO or the Preliminary Injunction, or to conduct additional searches. Instead, Defendants argued that
22 they did not think “the List” constituted a trade secret (despite two findings that it was), but tellingly
23 they did not dispute that Berman had stolen this information from Polaris’ computer networks and
24 systems and that Defendants had abetted his theft.

25 108. Polaris owned the information stored in its computer networks, computers, databases,
26 including an Orion Advisor Database, and other computer systems. Defendants and Berman did not have
27 permission to take, copy, or otherwise make use of, Polaris’ electronic data.
28

1 116. Defendants' instruction, from a position of power as Berman's new boss, signaled direct
2 and clear encouragement to Berman to continue refining "the List," to use it to recruit Polaris' clients for
3 their benefit (during and after his employment with Polaris) and to work in the shadows in a clandestine
4 manner to avoid detection, and to cover his tracks.

5 117. Defendants knew that Berman was vulnerable to their manipulation and direction because
6 they were his new source of income and support and therefore it was in Berman's best interests to
7 comply with their instructions.

8 118. Defendants' complicity and direction to Berman to share "the List" and other versions of
9 it with them was a substantial factor in causing harm to Polaris.

10 119. As a direct, proximate, and foreseeable result of Defendants' aiding and abetting of
11 Berman's violation of Penal Code § 502, RWA has suffered damages. The specific amount of damages
12 will be proven at trial.

13 120. Defendants also aided and abetted Berman in Berman's breach of his duty of loyalty to
14 Polaris. Specifically, with knowledge of his Employment Offer and Confidentiality Agreement, and
15 knowing he was employed as a fiduciary by Polaris at the time, Defendants coached and assisted him in
16 using "the List," communicating with Polaris' clients and recruiting them to leave Polaris and join
17 Defendants, all in direct competition with Polaris while Berman was still employed by Polaris.
18 Furthermore, Defendants knew Berman was stealing Polaris' client lists and data. They sanctioned that
19 theft. In fact, they assisted him by providing him the tools and resources he needed to transfer the
20 information to them for use in onboarding clients and getting an unfair head start in his post-
21 employment competition with Polaris.

22 121. Defendants further aided and abetted Berman's breach of duty of loyalty in his attempts
23 to sabotage Polaris' business dealings with other clients and his efforts to undermine its transaction with
24 Adviser Investments. Defendants encouraged Berman's actions and supported him not just to steal
25 clients and trade secrets from Polaris but also because they knew his breach of the duty of loyalty would
26 negatively impact Polaris' reputation and goodwill. Defendants knew that harming a competitor's
27 reputation and goodwill would benefit their business.

1 for the benefit of [Polaris.”] Yet, in direct contravention of this language, Defendants encouraged him
2 to continue compiling the client lists and asked for and received copies of it from him.

3 134. Upon information and belief, Defendants had the purpose and specific intent to interfere
4 with Berman’s contract with Polaris by directly or indirectly coercing and/or inducing Berman’s breach
5 of his Confidentiality Agreement with Polaris. They coached and directed Berman to use “the List” to
6 recruit Polaris clients to Defendants despite knowledge of Berman’s contractual obligations. Berman
7 and Defendants ultimately used “the List” after accessing Polaris’ computer systems without permission.
8 They stole Polaris’ client data to make “the List.” They took and used Polaris’ trade secrets and
9 confidential information without Polaris’ consent or permission, to benefit Defendants.

10 135. Defendants’ employee Baldner discussed “the List” with Berman in March 2022 in or
11 around the same time he requested Berman to send him copies of Berman’s Employment Offer and his
12 Confidentiality Agreement with Polaris. Defendants knew Berman was stealing information and
13 misusing computer systems, and knew that this conduct was forbidden by his contract . Worse still, they
14 encouraged and supported his conduct, and even saved a copy of “the List” on their server.

15 136. In March and April 2022, Defendants knew that by coaching and supporting Berman’s
16 creation of “the List” and new versions of it, his solicitation of clients, and his competition with Polaris,
17 they were interfering with Berman’s contractual agreement not to engage in any business or work that
18 was competitive with or in conflict with his employment by Polaris. They did so anyway.

19 137. In addition, Defendants were aware that Polaris had contracts with its wealth
20 management clients. Defendants hatched a plan to have Berman act as their mole at Polaris, such that he
21 would interfere with Polaris’ contracts with its client and cause these clients to lose faith and trust in
22 Polaris, and leave Polaris and join Defendants as clients. Defendants coached and directed Berman’s
23 actions, including drafting communications and templates for Berman to use to poach clients. Moreover,
24 Defendants were complicit in Berman’s creation of “the List” and theft of Polaris’ computer data and
25 client information, and sanctioned Berman using “the List” to interfere with Polaris’ contracts with its
26 clients and urge them to sign up with Defendants. Obviously, Defendants stood to gain from the
27 recruitment of these clients, and did in fact benefit when they left Polaris for Defendants. These
28 business practices are standard fare for Defendants’ and part of its unlawful blueprint for expansion, as

1 demonstrated by other filed cases alleging the same or similar conduct, involving some of the same
2 employees of the Defendants.

3 138. Defendants committed these intentional acts to disrupt Polaris' client relationships, the
4 acts caused actual disruption of these relationships and the economic harm caused to RWA was
5 proximately caused by the acts of the Defendants.

6 139. As described herein, actual breaches and disruptions have occurred.

7 140. Defendants' actions are without justification or a proper purpose.

8 141. Defendants' actions and conduct have caused Polaris serious and irreparable harm,
9 including loss of business, injury to Polaris' customer goodwill, and disclosure of Polaris' trade secrets
10 and confidential information, for which it has no adequate remedy at law, unless Defendants are
11 enjoined. Polaris also suffered monetary damages as a result of such conduct.

12 142. Defendants' actions and conduct were fraudulent, oppressive, and malicious, and as such
13 constitutes the basis for an award of punitive damages pursuant to California Civil Code § 3294.

14 **SEVENTH CAUSE OF ACTION**

15 **(Intentional Interference With Prospective Economic Relations – Against All Defendants)**

16 143. RWA re-alleges and reincorporates by reference Paragraphs 1 through 67.

17 144. Polaris and its clients were in an economic relationship, and there was a probability of
18 future economic benefit to Polaris, as it had supplied wealth management services to many of these
19 clients for years and the relationship was stable and productive.

20 145. Defendants were each aware that Polaris was these clients' wealth management provider.

21 146. Defendants engaged in wrongful conduct in order to interfere with Polaris' prospective
22 economic relations with these clients.

23 147. Berman, with the support, direction and encouragement of Defendants, and as their agent,
24 sought to sabotage and poison the relationships between Polaris and its clients, for the aid and benefit of
25 Defendants, including to provide Defendants with an unfair competitive advantage over Polaris as
26 Polaris was in the process of a business transaction, and this intentional, wrongful and fraudulent
27 conduct was encouraged, abetted, and/or ratified by Defendants.
28

Exhibit A

2022-05-17 – Letter from Miller to Mariner Platform
Solutions Regarding Cease and Desist



Driving progress
through partnership

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May 17, 2022

Via Email

Mariner Platform Solutions, LLC

Legal Department

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Ste. 500

Overland Park, KS 66211

2900 SW Wanamaker Drive,

Suite 204

Topeka, KS 6614

Email: info@marinerplatform.com

To Whom it May Concern:

We represent Polaris Wealth Advisory Group, LLC (“Polaris”). On May 10, 2022, Polaris filed a complaint against Brandon Berman and Total Wealth Services, LLC, (“Total Wealth Services”) in Los Angeles County Superior Court. Polaris filed a complaint for (1) misappropriation of trade secrets, (2) breach of contract, (3) aiding and abetting tort, and (4) civil conspiracy. On May 13, 2022, a judge of the Superior Court of Los Angeles County, California, issued a temporary restraining order against Brandon Berman and Total Wealth Services (“the TRO”). A true and correct copy of the TRO is attached hereto as **Exhibit A**.

Polaris has discovered that Mr. Berman and Total Wealth Services are working with Mariner Platform Services, LLC. Indeed, Mr. Berman represented to Polaris in his resignation letter that it was his intention to establish a new firm and affiliate with Mariner Platform Solutions, LLC.

As such, to the extent Mr. Berman has provided you with Polaris data, information and clients, or collaborated with you to violate the law to the detriment of Polaris or otherwise, we demand that you cease and desist any unlawful activities including receiving or using Polaris’s confidential and trade secret information. We also demand the immediate return of any of Polaris’ information that is in your possession, custody, or control. We recognize that Mr. Berman may have undertaken his actions without your full knowledge or consent, but given Mr. Berman’s representations to Polaris regarding his relation with you, we are compelled to contact you in an effort to prevent further harm by Mr. Berman.

Polaris is currently undertaking its own effort to investigate any information Mr. Berman or Total Wealth Services may have copied, misappropriated, or otherwise disclosed in breach of legal duties. In

gal Department
May 17, 2022
Page 2

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the meantime, the law requires that you take all necessary steps to preserve all potential evidence of wrongdoing. The duty includes but is not limited to the obligation to preserve *all* electronically stored information and communications with or regarding Mr. Berman, Total Wealth Services, Polaris and any of Polaris's clients. Any destruction of evidence can result in serious sanctions. Spoliation of evidence includes destruction and "significant alteration of evidence, or the failure to preserve property for another's use as evidence in pending or reasonably foreseeable litigation." *West v. Goodyear Tire & Rubber Co.*, 167 F.3d 776, 779 (2d Cir. 1999) (citing Black's Law Dictionary 1401 (6th ed.1990)). Any data or information taken from Polaris or relating to Polaris should be preserved and we demand that you avoid any unintentional spoliation of data by suspending any automated deletions, purges, or limited retentions that apply to electronically stored information.

Polaris expressly reserves the right to pursue any and all available legal and equitable remedies, including, but not limited to, instituting formal litigation proceedings against Mariner Platform Solutions, LLC, and this letter is without prejudice to any other rights or remedies available.

Very truly yours,



Jesse L. Miller

JLM

EXHIBIT A

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14 Attorneys for Polaris Wealth Advisory Group, LLC

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 Polaris Wealth Advisory Group, LLC

18 Plaintiff,

19 v.

20 Brandon Berman, an individual; Total Wealth
21 Services, LLC; DOES 1 - 20

22 Defendants.

Case No.: 22VECV00636

Hearing Date: May 12, 2022

Hearing Time: 8:30 a.m.

**[PROPOSED] ORDER TO SHOW
CAUSE RE PRELIMINARY
INJUNCTION, TEMPORARY
RESTRAINING ORDER, AND
REQUEST FOR EXPEDITED
DISCOVERY**

Complaint filed: May 10, 2022

23 **ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION TO DEFENDANTS**

24 **BRANDON BERMAN AND TOTAL WEALTH SERVICES:**

25 This Court, having considered Plaintiff Polaris Wealth Advisory Group, LLC's ("Plaintiff")
26 Notice Of And Ex Parte Application For Temporary Restraining Order ("TRO") and Order to Show
27 Cause ("OSC") for a Preliminary Injunction, and Request for Expedited Discovery, the attached
28 Memorandum of Points and Authorities in support of the request for an Ex Parte Application for a

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 13 2022

Sherri R. Carter, Executive Officer/Clerk

By: Reanna Redmond, Deputy

1 TRO, OSC and Expedited discovery, the Declarations filed therewith, any other matters filed in this
2 action, and any other evidence and oral argument presented HEREBY ORDERS AS FOLLOWS:

3
4 YOU ARE HEREBY ORDERED TO SHOW CAUSE at 8:30 a.m. on June 6, 2022 or at a
5 time soon thereafter as may be heard by the Court, before the Honorable Judge Cotton in Department
6 A of the above captioned court located of Los Angeles County Superior Court, located at Van Nuys
7 Courthouse East, 6230 Sylmar Ave., Van Nuys, CA, 91401, why a preliminary injunction should not
8 issue for the duration of the above titled litigation to enjoin or restrain you, or any other person or
9 entity acting in concert with you, from using and making any unauthorized disclosure of Plaintiff's
10 confidential information, trade secrets, or any of Plaintiff's other property, documents, or information,
11 electronic or otherwise, that are in your possession, custody, or control, and further, why you should
12 not be required to refrain from all misstatements regarding Polaris, and why you should not be required
13 to return all of Polaris' property.

14 **TEMPORARY RESTRAINING ORDER**

15 Sufficient cause having been shown by Plaintiff Polaris Wealth Advisory Group, LLC's
16 ("Plaintiff") of immediate and continuing harm, unless Defendant Brandon Berman and Defendant
17 Total Wealth Services ("Defendants"), and any person or entity acting in concert with Defendants in
18 the below referenced conduct/acts, will occur unless the below acts are restrained, and accordingly, it
19 is HEREBY ORDERED THAT:

20 1. Defendants Brandon Berman and Total Wealth Services, and any person or entity
21 acting in concert with Defendants, is/are hereby restrained and enjoined from continuing to use, and
22 from making any further unauthorized disclosure of Plaintiff's confidential information and trade
23 secrets, including but not limited to the clients listed on Exhibit A, filed under seal per the order of the
24 Court, and Exhibit B, attached hereto.

25 2. Defendants Brandon Berman and Total Wealth Services, and any person or entity
26 acting in concert with Defendants, is/are hereby compelled to return all property belonging to Polaris,
27 including any confidential and trade secret information, as well as the keys Mr. Berman took with him.

1 3. Defendants Brandon Berman and Total Wealth Services, and any person or entity
2 acting in concert with Defendants, is/are hereby compelled to immediately cease making material
3 misrepresentations to clients in order to convince them to leave Polaris.

4 **IT IS HEREBY FURTHER ORDERED THAT:**

5 4. This Order must be served on the party responding hereto no later than 10:00 a.m. on
6 May 16, 2022 by the following method of service: email to defendants' counsel, Sean Sullivan and
7 Justin Martin.

8 5. The Proof of Service of this Order shall be delivered to this Department by 10:00 a.m.
9 on May 18, 2022.

10 **IT IS HEREBY FURTHER ORDERED THAT:**

11 6. Any Opposition papers must be filed on May 24, 2022 and be served on Counsel for
12 Plaintiff no later than May 24, 2022.

13 7. Any Reply papers must be filed on May 27, 2022 and be served on Counsel for
14 Defendant no later than May 27, 2022.

15 **IT IS HEREBY FURTHER ORDERED THAT:**

16 8. This Temporary Restraining Order shall be set to expire on June 6, 2022, at 11:59 p.m.,
17 unless this date is extended by the Court.

18 **IT IS HEREBY FURTHER ORDERED THAT:**

19 9. The parties are to appear on June 6, 2022, at 8:30 a.m. in Department A of the above
20 captioned court of Los Angeles County Superior Court, located at Van Nuys Courthouse East, 6230
21 Sylmar Ave., Van Nuys, CA, 91401, for the hearing for the Order to Show Cause for Preliminary
22 Injunction.

23 **ORDER FOR EXPEDITED DISCOVERY AND SHORTENING TIME TO RESPOND**

24 Good cause having been shown by Plaintiff Polaris Wealth Advisory Group, LLC's
25 ("Plaintiff") of its immediate need for discovery in connection with its request for an Order to Show
26 Cause for Preliminary Injunction, the HEREBY ORDERS as follows:
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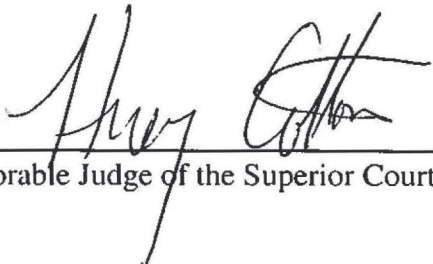
1. Defendants Brandon Berman as an individual and as a representative for Total Wealth Services, LLC is hereby ordered to appear for his deposition on May 20, 2022.

2. Defendants may take a single deposition of Plaintiff on May 20, 2022

3. Defendant Brandon Berman is to permit a neutral third party forensic investigation of Defendants' printer, computer, and phone by May 22, 2022. The parties will agree to a neutral forensic examiner by May 16, 2022. The parties will agree to a protocol by May 18, 2022, at which point, Defendant will provide his devices to the agreed upon neutral forensic examiner for inspection the neutral no later than May 19, 2022.

SO ORDERED:

DATED: MAY 13 2022



Honorable Judge of the Superior Court

EXHIBIT A

**(SUBMITTED UNDER SEAL
PER THE ORDER OF THE COURT)**

EXHIBIT B

Polaris Wealth Advisory Group v. Brandon Berman & Total Wealth Services, LLC
22VEVC000636

- Anything Berman created while working for Polaris Wealth Advisory Group, LLC (“PWAG”) that he took with him;
- PWAG client lists;
- PWAG leads or potential clients;
- Client Review Reports;
- New Account Worksheets or New Account Documents;
- Management goal plans;
- Documents containing client assets;
- Client names, contact information and any other personal identifiable information (PII);
- Client financial statements;
- Client net worth;
- Client investment goals;
- Client preferences;
- Transaction histories;
- Portfolio allocations;
- Investment strategy materials;
- Client budgets;
- Pricing information;
- Proprietary financial goal plan;
- Marketing plans and business plans;
- Financial information regarding PWAG, its employees and its business;
- Any compilations of data from Orionadvisor.com;
- Documents downloaded from moneyguidepro.com;
- Any report or download from Salesforce;
- Market Barometer;
- Portfolio Allocations;
- PWAG Strategy Detail;
- Performance Tracker;
- Erickson’s algorithm;
- GIPS data;
- Internal PWAG Strategy Monthly Return Tables;
- Internal PWAG Perspectives;
- Internal PWAG Podcasts;
- Internal PWAG Blogs;
- Internal Quarterly Recap or Annual Reviews;
- PWAG fee agreements;
- eFax’s received while employed by PWAG;
- Sharefile documents;
- Documents shared via MyCompliance;
- Money Guide Pro plans;
- Mind Maps;
- Asset Strategy Mind Maps;
- Quarterly Process;
- Employee handbook;

Polaris Wealth Advisory Group v. Brandon Berman & Total Wealth Services, LLC
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- Training materials including scripts and training videos;
- Seminar materials and slides.

Exhibit B

Polaris Offer Letter



April 6, 2017

Brandon Berman
2278 Marilyn Street
Simi Valley, CA 93065

Dear Brandon:

I am pleased to extend an offer to you for the position of Director at Polaris Greystone Financial Group, LLC (also referred to as "Polaris Greystone" or the "Company"). This letter sets forth the terms and conditions of your employment.

We would like to schedule you to start on April 17, 2017. If this is not feasible, please contact me so that we can discuss alternative dates.

In your position of Director, you will initially report to Jeffrey Powell, Managing Director. This is a regular full-time position, and is classified as exempt from overtime. Your employment will be "at-will." This means that either you or the Company may terminate the employment relationship at any time and for any reason, with or without cause.

Your initial salary will be \$118,000 per year, subject to any applicable withholdings and deductions for federal, state, and local taxes and employee benefits, and payable on the 15th and last day of each month per the Company's regular payroll schedule.

You will also be eligible for an internal solicitor's fee, which will be subject to the terms and conditions of the Company's 2017 Incentive Compensation Plan (Attachment A).

We are pleased to offer you a comprehensive benefits package, which includes health and group benefits as well as an attractive 401(k) match ("Plan"). Enclosed you will find a summary of our benefits offering. You will be provided with detailed information to prepare you for enrollment on your first day of employment. Your benefits will become effective on the first of the month following 30 days. You are eligible to participate in our 401(k) program on the first day of the calendar month. Information on the Plan, including details on the Plan's investment options, will be given to you during orientation.

In the event you decide to resign, you must provide the Company with no less than one (1) month prior written notice of your intent to resign.

In consideration of your employment with Polaris Greystone and to ensure the rapid and economical resolution of disputes that may arise in connection with your employment with Polaris Greystone, you must agree to the attached Arbitration Agreement (Attachment B).

As required by immigration law, this offer of employment is conditioned upon satisfactory proof of your right to work in the United States. Within three (3) business days of your start date, you must provide us with proof of identity and employment eligibility sufficient for the Company to complete the

Employment Eligibility Verification Form (I-9). This offer of employment is also contingent upon satisfactory completion of a background check and reference verification.

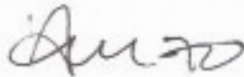
As an employee of Polaris Greystone, you will be expected to abide by all Company policies and procedures, and, as a condition of your employment, you must sign and comply with the Company's Nondisclosure, Confidential And Proprietary Information, Inventions And Non-Competition Agreement (Attachment C). In addition, we wish to impress on you that you must not bring to the Company any confidential or proprietary information or material of any former employer, disclose or use such information or material in the course of your employment with the Company, or violate any other obligation to your former employers. You hereby represent that your signing of this offer letter and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

This letter constitutes the complete, final and exclusive embodiment of the entire agreement between you and Polaris Greystone with respect to the terms and conditions of your employment, and it supersedes any other agreements or promises made to you by anyone, whether oral or written.

In order to accept this offer, you must sign this letter and the other documents enclosed for your signature (Attachments A, B and C and Employment Inquiry Authorization Form), and I must receive them back before close of business on April 7, 2017.

On behalf of myself and the staff of Polaris Greystone, I look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

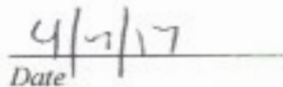


Angela Crescenzo
COO, CCO

cc: Jeffrey Powell

I, Brandon Berman, agree to the terms outlined above and in Attachments A, B, and C thereto.



Signature

Date

Exhibit C

Polaris PIIA Agreement

ATTACHMENT C

POLARIS GREYSTONE FINANCIAL GROUP, LLC NONDISCLOSURE, CONFIDENTIAL AND PROPRIETARY INFORMATION, INVENTIONS AND NON- SOLICITATION AGREEMENT

In consideration of my employment or continued employment by Polaris Greystone Financial Group, LLC, (“**the Company**”), and the compensation paid to me, I hereby agree as follows:

I. Nondisclosure

A. Recognition of Company’s Rights; Nondisclosure. At all times during my employment, I will hold in strictest confidence and will not disclose, use, lecture upon, or publish any of the Company’s Confidential Information (as defined below), except as such disclosure, use, or publication may be required in connection with my work for the Company, as required by law or unless an officer of the Company expressly authorizes such in writing prior to such use or disclosure. I hereby assign to the Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information shall be the sole property of the Company and its assigns.

B. Confidential and Proprietary Information. I acknowledge and agree that all nonpublic information concerning the business of the Company or its Affiliate, Polaris Equity Management, Inc., including, without limitation, information relating to their products, client investors, client investor lists, employees, employee lists, pricing, trade secrets, patents, business methods and cost data, business plans, strategies, and systematic trading models (collectively, the “Confidential Information”), is and shall remain the property of the Company, to the fullest extent permitted by law.

I recognize and agree that all of the Confidential Information, whether developed by me or made available to me, other than (a) information that is generally known to the public, (b) information already properly in my possession on a non-confidential basis from a source other than the Company or its Affiliate, or (c) information that can be demonstrated by me which I have independently developed without the benefit of confidential information from the Company or its Affiliate, is a unique asset of the business of the Company or its Affiliate, as applicable, the disclosure of which would be damaging to the Company or its Affiliate.

Accordingly, I agree to hold such Confidential Information in a fiduciary capacity for the benefit of the Company. I agree that I will not directly or indirectly disclose to any person or entity any Confidential Information, other than information described in clauses (a), (b) and (c) above, except as may be required in the ordinary course of business of the Company (in which case due consideration shall be given to whether or not an agreement of confidentiality by the prospective receiving Party should be or has been obtained) or as may be required by law. If disclosure of any Confidential Information is requested or required by legal process, civil investigative demand, formal or informal governmental investigation or otherwise, I agree to

notify the Company promptly in writing so that the Company or the Affiliate may seek a protective order or other appropriate remedy and to cooperate fully with the Company or the Affiliate in its efforts to obtain such a protective order or other appropriate remedy. If no such protective order or other appropriate remedy is obtained, I agree to furnish only that portion of the Confidential Information that I am legally required to disclose.

C. Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than the Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, or unless expressly authorized by an officer of the Company in writing.

D. No Improper Use of Information of Prior Employers and Others. During my employment by the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. In the performance of my duties, I will use only information that is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

E. Notice of Immunity for Certain Disclosures. Nothing in this agreement is intended to prevent me from communicating with government agencies regarding a possible violation of federal or state law or regulation. Pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

II. Nonsolicitation

I acknowledge and agree that while employed by the Company and for a period of twelve (12) months following the termination of my employment with the Company, for whatever reason, I (whether acting as a sole proprietor, partner or venturer, stockholder, director, officer, employee or consultant or in any other capacity as principal or agent or through any person, subsidiary or employee acting as nominee or agent) will not directly or indirectly induce or attempt to induce any of the Company's employees or independent contractors to discontinue working for the Company.

III. Additional Activities

During my employment, I (whether acting as a sole proprietor, partner or venturer, stockholder, director, officer, employee or consultant or in any other capacity as principal or agent or through any person, subsidiary or employee acting as nominee or agent) will not directly or indirectly engage in any investment management, administration business or other employment which is competitive with, or would otherwise conflict with, my employment by the Company.

IV. No Conflicting Obligation

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment with the Company. I have not entered into, and I agree I will not enter into, any written or oral agreement in conflict herewith.

V. Legal and Equitable Remedies

Because my services are personal and unique and because I may have access to and become acquainted with the Confidential Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

VI. Notification of New Employer

In the event that I leave the employ of the Company, I hereby consent to the notification to my new employer of my rights and obligations under this Agreement.

VII. Assignment of Inventions

A. Proprietary Rights and Inventions. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world. The term "Inventions" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.

B. Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit B* (Prior Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit B* but am only to disclose a cursory name for

each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit B* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any of the Company's Inventions without the Company's prior written consent.

C. Assignment of Inventions. Subject to Sections B, D and E of Paragraph VII, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section VII, are hereinafter referred to as "The Company Inventions."

D. Nonassignable Inventions. This Agreement does not apply to an Invention that qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code, or similar applicable state law. I have reviewed the notification on *Exhibit A* (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.

E. Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

F. Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C. Section 101).

G. Intangible Assets. I agree that I shall not at any time have or claim any right, title or interest in any trade name, trademark, copyright or other similar rights belonging to or used by the Company or its Affiliate and shall not have or claim any rights, title or interest in any material or matter of any sort prepared for or used in connection with the business of the Company or its Affiliate or promotion of the Company or its Affiliate, whether produced, prepared or published in whole or in part by me.

H. Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to the Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing,

sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

VIII. Return of Company Documents And Property

Promptly upon the termination of my employment with the Company, I will return to the Company any and all documents, memoranda, drawings, notes, specifications, devices, formulas, and other papers and items (including all copies thereof, whether electronic or otherwise) embodying any of the Company's Inventions, Third Party Information, or Confidential Information of the Company, which are in my possession or control. Information concerning the business of the Company or its Affiliate that becomes public as a result of my breach of this requirement shall be treated as Confidential Information.

IX. General Provisions

A. Notices. All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other Party, by registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight courier service (e.g., UPS or Federal Express), shipping costs paid or to be paid by the sender, addressed as follows:

If to Employee:

Brandon Berman
2278 Marilyn Street
Simi Valley, CA 93065

If to the Company:

Polaris Greystone Financial Group, LLC
824 E Street
San Rafael, CA 94901
Attention: Jeffrey J. Powell, Managing Partner

Notices and communications shall be effective when actually received by the addressee.

B. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law; *provided further* that, in the event that any arbitrator or court of competent jurisdiction

shall finally hold that any of or that any provision(s) hereof is or are void or constitute(s) an unreasonable restriction against the employee, such Section or the offending provision(s) of such Section shall not be rendered void but shall apply to such extent as such arbitrator or court may determine constitutes a reasonable restriction under the circumstances.

C. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

D. Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

E. At-Will Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause. The employment relationship is at-will.

F. Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any proceeding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

G. Drafter. I acknowledge and agree that this Agreement shall not be construed against any party as the primary drafter.


H. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and said counterparts shall constitute but one and the same instrument.

I. Entire Agreement. The obligations pursuant to this Agreement shall apply to any time during which I was employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignments of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this agreement.

J. Effective Date of Agreement. This Agreement is and will be effective on and after the first day of my employment by the Company.

* * * *

I have read this Agreement carefully and understand its terms. I have completely filled out **Exhibit B** to this Agreement.


(Employee's Signature)

Brenda Bernan
(Printed Name)

Dated: 4/7/17

ACCEPTED AND AGREED TO:

**POLARIS GREYSTONE FINANCIAL GROUP,
LLC**

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit A

LIMITED EXCLUSION NOTIFICATION FOR CALIFORNIA EMPLOYEES

This is to notify you, in accordance with Sections 2870 and 2872 of the California Labor Code, that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;
2. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I acknowledge receipt of a copy of this notification

By: ~~Brandon Keenan~~ ²⁶ JB

Print Name: Brandon Keenan

Date: 4/17/17

WITNESSED BY:

By: [Signature]

Print Name: TONY TOMASELA

Exhibit B

TO: POLARIS GREYSTONE FINANCIAL GROUP, LLC

FROM: Brandon Berman

DATE: 4/7/11

SUBJECT: Prior Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Polaris Greystone Financial Group, LLC ("the Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

No inventions or improvements.

See below:

Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>

Additional sheets attached.