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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KELSEY VINSON, an individual, Plaintiff, vs. HM ADVISECO, LLC dba NFLUENCE PARTNERS, a California limited liability company; GARY MOON, BREWER STONE, JOHN BATDORF, and SUN JEN YUNG an individual; and DOES 1 through 25, inclusive, Defendants.	Case No.: **COMPLAINT FOR DAMAGES** **DEMAND FOR JURY TRIAL**

Plaintiff Kelsey Vinson ("Vinson") hereby brings her complaint against Defendants HM AdviseCo, LLC dba Nfluence Partners ("Nfluence"), Gary Moon ("Moon"), Brewer Stone ("Stone"), John Batdorf ("Batdorf") and Sun Jen Yung ("Yung," collectively with Moon, Stone and Batdorf, the "Individual Defendants"), and Does 1 through 25, inclusive (collectively, with Nfluence and the Individual Defendants, "Defendants"), and alleges as follows:

JURISDICTION AND VENUE

1. Jurisdiction and venue are proper in this Court because all of the claims alleged herein arose in Los Angeles and all of the parties were and/or are doing or did business in Los Angeles County at all times relevant herein.

2. The amount in controversy in this matter exceeds the sum of $35,000.00, exclusive of interest and costs.

3. Vinson has met all of the jurisdictional requirements for proceeding with her claim for civil penalties under Labor Code § 98.6 by timely giving notice by certified mail to Nfluence Partners and the Labor and Workforce Development Agency of her intention to proceed with her claims alleged herein. The Agency did not timely agree to prosecute this matter on Claimant's behalf. Pursuant to section 2699.3 of the Labor Code, Claimant has the right to proceed with her request for civil penalties.

PARTIES

4. During the times relevant to the Complaint, Vinson was a resident of Los Angeles County, California. Vinson currently resides in Los Angeles County.

5. Vinson is informed and believes, and thereon alleges, that Nfluence is, and at all times mentioned in this complaint was, a business entity existing under the laws of the State of California, with its principal place of business in San Francisco, California.

6. Vinson is informed and believes that Moon is an individual who resides in San Francisco and is a Citizen of the state of California.

7. Vinson is informed and believes that Stone is an individual who resides in San Francisco and is a Citizen of the state of California.

8. Vinson is informed and believes that Yung is an individual who resides in San Francisco and is a Citizen of the state of California.

9. Vinson is informed and believes that Batdorf is an individual who resides in San Francisco and is a Citizen of the state of California.

10. The true names or capacities, whether individual, associate or otherwise, of Doe Defendants 1–25, inclusive, are unknown to Vinson and, therefore, Vinson sues these Doe Defendants by such fictitious names. Vinson will seek leave of this Court to amend this Complaint to allege such names and capacities as soon as they are ascertained. Vinson is informed and believes and thereon alleges that each of these fictitiously named defendants is responsible in some manner for the occurrences alleged herein, and that Vinson's injuries and damages as alleged and set forth herein were proximately caused by such fictitiously named Defendants. Each reference in this Complaint to "Defendant," or "Nfluence Partners" refers also to all defendants sued under fictitious names.

11. Each of the individual defendants is sued individually and/or in his or her capacity as an agent, representative, manager, supervisor, independent contractor, and/or employee of Nfluence.

12. Vinson is informed and believes, and thereon alleges, that at all times relevant herein, each and every Defendant, including the Doe Defendants, acted in concert and in furtherance of each other's interest. The acts of the individually named defendants, as described herein, were known to and ratified by Nfluence. The acts and conduct of each and every defendant were intentional, harassing, and/or not a normal part of Vinson's employment and were not the result of a legitimate business necessity.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

13. Vinson is informed and believes, and thereon alleges that, Nfluence is a boutique Investment Bank focused on mergers and acquisitions as well as debt and equity capital raises.

14. On or about February 15, 2021, Vinson entered into a written employment agreement with Nfluence to work as its Vice President. Vinson was to report directly to Moon, in his capacity as Managing Partner of Nfluence.

15. Under the terms of that agreement, Vinson was to receive an annual base salary of $175,000 per year plus a target bonus of $175,000 per year.

16. In addition, Plaintiff was to receive a $20,000 signing bonus, payable on September 21, 2021. Plaintiff was also entitled to receive 10% of the net revenues from any client engagements that she originated, payable on a quarterly basis.

17. Vinson began working for Nfluence on or about April 5, 2021. She performed well and no one raised any concerns about her or her skills.

18. On or about March 15, 2022, Vinson received a bonus of $131,250, which was her pro-rated annual bonus of 100%, for April 2021 through December 2021. Concurrently, her salary was increased to $187,250 annually.

19. On or about November 28, 2022, Defendants informed Vinson that she would not receive any bonus for 2022 because of Nfluence's poor financial condition. However, in an apparent attempt to keep Vinson around, Defendants promoted Vinson from Vice President to Director, effective on January 1, 2023.

20. Concurrently, Defendants lowered Vinson's annual salary to $120,000 annually, but added a pure commission bonus. Nfluence explained that this new pay structure would align Vinson and Nfluence's financial interests.

21. Vinson's commission bonus was to be calculated as follows: 5% of all origination revenue from the first dollar; plus, an additional 35% (for a total of 40%) of the net allocation revenue up to $2,000,000; plus, an additional 10% (for a total of 50%) on any net allocation revenue between $2,000,000 and $4,000,000; plus an additional 15% (for a total of 65%) on any net allocation revenue above $4,000,000. Commission allocation percentages for each transaction were to be determined in advance and agreed to in writing before any transaction payments were issued.

22. Vinson agreed to the new compensation structure and continued to perform for Nfluence.

23. On or about January 2, 2024, Moon requested that Vinson confirm that her 2023 commissions were $113,956.64. Vinson confirmed the accuracy, and Nfluence paid this amount on or about April 15, 2024.

24. On or about February 1, 2024, Nfluence communicated Vinson's new commission structure for 2024: 5% of all origination revenue from the first dollar; plus, an additional 35% (for a total of 40%) of the net allocation revenue between $150,000 and $2,500,000; plus, an additional 10%

(for a total of 50%) on any net allocation revenue between $2,500,000 and $4,500,000; plus an additional 20% (for a total of 70%) on any net allocation revenue above $4,500,000. Commission allocation percentages for each transaction were to be determined in advance and agreed to in writing before any transaction payments were issued.

25. Vinson accepted the new structure and continued to dutifully perform services and earn commissions.

26. However, Defendants told Vinson that Nfluence would be unable to timely pay her 2024 commissions until February or March of 2025. Vinson was disappointed. But, she was willing to wait to receive her compensation. But, she was not willing to leave to chance the calculation of that amount. So, Vinson requested a written commission letter confirming that she was owed $739,236.34.

27. Moon and Nfluence stated that they confer with legal and get back to her

28. On or about August 15, 2024, Nfluence increased Vinson's base annual salary to $150,000, acknowledging her contributions and successful performance. Nfluence kept Vinson's commission rate the same.

29. On or about September 9, 2024, Moon told Vinson that his lawyers had advised him against confirming the amount of Vinson's commissions. However, Moon assured Vinson that all communications relating to her compensation were documented through the emails and slack messages; so, she had nothing to worry about. Also, again, he confirmed that he would pay her the full commissions in February or March of 2025.

30. Based on Defendants' promises that she would be paid, Vinson continued to perform services for Defendants, with the hope that she would ultimately be paid for her work in February or March 2025. Had Vinson known that Defendants did not intend to pay her, she never would have continued to perform services. Vinson is informed and believes that Defendants made these false promises to Vinson with the intention that she rely on it and continue to perform services.

31. Despite his promise to pay her the full commissions in February or March of 2025, on or about October 1, 2024, Moon offered to pay Vinson only $124,677.27 in exchange for her release of the remaining commissions that she had earned.

32. Vinson refused the offer and demanded full payment of all commissions that she had rightfully earned.

33. Thereafter, Vinson continued to work for Nfluence with the hope that she would be paid in February or March, as Defendants had promised. But, during that time, she continued to express her concerns and continued to demand timely payment.

34. As Vinson's demands for payment became more robust, Defendants decided to retaliate against Vinson and try to force her to resign, or set the grounds for her termination.

35. On or about March 14, 2025, Defendants presented Vinson with an Amended Compensation Agreement and Release offering to pay her only $296,471. Among other things, Moon cited "business conditions," "profitability concerns," and allegations of "declining performance." However, none of the reasons cited by Moon and Nfluence justified Defendants' failure to timely pay Vinson's compensation or to attempt to change her compensation structure retroactively, after she had completed the work and earned her compensation.

36. On the same day, Defendants placed Vinson on a Performance Improvement Plan ("PIP"), citing alleged deficiencies in pipeline development and client management, and demanded improvements within 45 days. This conduct was in retaliation for Vinson demanding that Defendants compensate her for the work that she already had provided and wages that she had earned. This conduct was against California law.

37. On or about April 11, 2025, Vinson, through her lawyer, demanded that Nfluence pay her the commissions that she was owed and that Nfluence had promised it would pay by March.

38. Instead of complying with its legal obligation to pay its employees, Nfluence decided to retaliate and punish Vinson. So, on or about April 13, 2025, Nfluence revoked Vinson's access to Nfluence systems and records (i.e. work email, slack channels, Dropbox).

39. Vinson was on a PTO between April 14, 2025 and April 18, 2025.

40. On or about April 19, 2025, Vinson requested that her system access be restored so she could continue performing her job duties.

41. On or about April 20, 2025, Defendants placed Vinson on administrative leave, instructed her not to communicate with clients or employees outside of John Batdorf and Gary Moon.

42. On or about April 23, 2025, Vinson again requested that her system access be restored so she could continue performing her job duties. Defendants refused.

43. On or about April 25, 2025, Defendants presented Vinson with an Amended Compensation Agreement and Release offering to pay her only $250,000 up front, and another $275,000 over time, only if Vinson tendered her resignation by April 28, 2025, and waived all of her other rights against Defendants.

44. Defendants' conduct was tantamount to a constructive discharge on or about April 28, 2025, in retaliation for Vinson's protected activity.

45. As a direct and proximate result of Defendants' wrongful termination of Vinson, Vinson has suffered and continues to suffer economic harm, including lost wages, unpaid commissions, loss of benefits, emotional distress, and other consequential damages according to proof at trial.

FIRST CAUSE OF ACTION
Retaliation For Complaining About Unpaid Wages in Violation of Labor Code § 98.6
(Against Nfluence and Does 1-5)

46. Vinson hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

47. As set forth more fully above, Vinson was constructively terminated and otherwise retaliated against in violation of Labor Code § 98.6 after complaining about Nfluence' failure to properly pay her the commissions and wages that were owed to her.

48. As a direct and proximate result of Nfluence' violation of Labor Code § 98.6 and its unlawful retaliation against her, Vinson has sustained, and continues to sustain, substantial losses in earnings and other employment benefits.

49. As a further direct and proximate result of Nfluence' conduct, Vinson has been compelled to retain counsel to prosecute this action and is therefore entitled to recover her reasonable attorneys' fees according to proof.

50. Vinson is informed and believes, and thereupon alleges, that Nfluence Partners' actions were taken with malice, oppression, and/or fraud, and/or in willful and conscious disregard of Vinson's rights. Such conduct was committed by Nfluence Partners' managing agents, and/or was authorized

and/or ratified by Nfluence Partners. Vinson is therefore entitled to an award of punitive damages in an amount to be determined at trial.

51. Pursuant to Labor Code § 98.6(b)(3) and § 2699, Vinson is entitled to recover civil penalties of $10,000 per violation.

SECOND CAUSE OF ACTION
Retaliation for Disclosing and Complaining About Wages in Violation of Labor Code § 232
(Against Nfluence and Does 1-5)

52. Vinson hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

53. California Labor Code § 232 prohibits an employer from discharging, formally disciplining, or otherwise retaliating against an employee for disclosing, discussing, or complaining about the amount of the employee's wages.

54. As set forth more fully above, Vinson disclosed and complained to Nfluence's management about the amount and calculation of her wages and commissions, and objected to Nfluence's attempt to retroactively alter her agreed-upon compensation after deals had already closed.

55. Nfluence Partners terminated Vinson's employment, including through constructive termination, in retaliation for her lawful exercise of rights protected under Labor Code § 232.

56. As a direct and proximate result of Nfluence's violation of Labor Code § 232 and its unlawful termination of her employment, Vinson has sustained, and continues to sustain, substantial losses in earnings, commissions, and other employment benefits.

57. As a further direct and proximate result of Nfluence's conduct, Vinson has suffered emotional distress, humiliation, and damage to her professional reputation.

58. As a further direct and proximate result of Nfluence's conduct, Vinson has been compelled to retain counsel to prosecute this action and is therefore entitled to recover her reasonable attorneys' fees and costs according to proof.

59. Vinson is informed and believes, and thereupon alleges, that Nfluence Partners' actions were taken with malice, oppression, and/or fraud, and/or in willful and conscious disregard of Vinson's rights. Such conduct was committed by Nfluence Partners' managing agents, and/or was authorized

and/or ratified by Nfluence Partners. Vinson is therefore entitled to an award of punitive damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION
Wrongful Discharge in Violation of Public Policy
(Against Nfluence and Does 1-5)

60. Vinson hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

61. Nfluence's termination of Vinson, including through constructive termination, violated fundamental public policies embodied in California's Labor Code, including but not limited to §§ 98.6 and 232.

62. These statutes reflect strong and fundamental public policies of the State of California, including the policy of ensuring that employees are free to complain about, disclose, or oppose an employer's unlawful failure to pay wages and commissions, the policy of protecting employees who disclose or refuse to participate in unlawful conduct, and the policy of protecting employees who disclose or discuss their wages.

63. Nfluence violated these fundamental public policies by terminating Vinson in retaliation for her complaints and disclosures regarding unpaid wages and commissions, and for insisting that Nfluence honor its lawful obligations.

64. As a direct and proximate result of Nfluence's willful, knowing, and intentional termination of Vinson in violation of fundamental public policies, Vinson has suffered and continues to suffer substantial losses in earnings, commissions, benefits, and other employment opportunities.

65. As a further direct and proximate result of Nfluence Partners' unlawful conduct, Vinson has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

66. Vinson is informed and believes, and thereupon alleges, that Nfluence Partners' actions were taken with malice, oppression, fraud, and/or willful and conscious disregard of Vinson's rights, and were carried out by Nfluence Partners' managing agents and/or ratified by Nfluence Partners. Vinson is therefore entitled to punitive damages in an amount to be determined at trial.

<u>FOURTH CAUSE OF ACTION</u>
Failure To Pay Wages Due
Labor Code §§ 201, 202
(Against All Defendants)

67. Vinson refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

68. During all relevant times, Nfluence was subject to Labor Code §§ 201 and 202, which require an employer to compensate employees for all hours worked.

69. Nfluence failed to pay Vinson all wages due and owing upon her separation, including earned commissions.

70. Vinson is entitled to recover all wages due, according to proof at trial, together with interest thereon, pursuant to Labor Code § 218.6.

71. Vinson is also entitled to recover her reasonable attorneys' fees, expenses, and costs of suit pursuant to Labor Code § 218.5 incurred in bringing this action.

72. Pursuant to Labor Code Section 558.1, the Individual Defendants are personally liable for the failure to pay wages, because he was a "person acting on behalf of" Defendants, and he caused Defendants to not issue payment to Vinson, as set forth above.

<u>FIFTH CAUSE OF ACTION</u>
Waiting Time Penalties For Failure To Pay Wages When Due
Labor Code § 203
(Against All Defendants)

73. Vinson refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

74. During all relevant times, Nfluence was subject to Labor Code § 203, which provides penalties for the willful failure to pay all wages due to an employee who is discharged or quits. These penalties consist of an amount equal to the employee's wages, at the employee's prior rate of pay, for each day the wages remain unpaid, up to a maximum of thirty (30) days.

75. Nfluence willfully refused and failed to deliver to Vinson all wages due and owing upon her separation, including, without limitation, regular wages, bonuses, and commissions.

76. At the time of the filing of this lawsuit, more than thirty (30) days have passed since Nfluence Partners terminated Vinson.

77. Pursuant to Labor Code § 203, Vinson is owed a penalty equal to 30 days of her regular rate of pay.

78. Vinson is also entitled to recover her reasonable attorneys' fees, expenses, and costs of suit pursuant to Labor Code § 218.5 incurred in bringing this action.

79. Pursuant to Labor Code Section 558.1, the Individual Defendants are personally liable for Labor Code Section 203 penalties, because he was a "person acting on behalf of" Defendants, and he caused Defendants to not issue payment to Plaintiff, as set forth above

SIXTH CAUSE OF ACTION
Failure to Provide Itemized Wage Statements - Labor Code § 226
(Against Nfluence and Does 1-5)

80. Plaintiff hereby incorporate by reference each and every allegation contained in this complaint as though fully set forth herein.

81. At all times herein mentioned, Defendants were subject to Labor Code §226, which requires Defendants, at the time of each payment of wages, to furnish each employee an accurate, itemized wage statement. Further, Defendants is required to keep a copy of the statement or a record of the deductions shall be kept on file for at least three years at the place of employment or at a central location within the State of California.

82. Plaintiff alleges that Defendants knowingly and intentionally failed to furnish the Plaintiff with wage statements that accurately reflected all of the information required by Labor Code § 226. For example, each of their paychecks do not state their hourly rate (or how their compensation was calculated) or correctly set forth the taxes that were required to be withheld.

83. Plaintiff suffered injury from the lack of accurate information on the wage statements provided by Advisors because, for example, each must reconstruct information relating to the hours he worked, his wage rate, and his net pay.

84. As a result of the failure to provide itemized wage statements in compliance with Labor Code § 226, Defendants are subject to the penalties under Labor Code § 226(e), which is fifty dollars ($50) for the initial pay period in which a violation occurred and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000).

85. Pursuant to Labor Code Section 558.1, the Individual Defendants are personally liable for the failure to provide itemized wage statements, including the statutory penalties and attorneys' fees arising therefrom, because they are "person[s] acting on behalf of" Defendants, and they caused Defendants to not issue such wage statements to Plaintiff, as set forth above.

SEVENTH CAUSE OF ACTION
Failure to Allow Inspection of Personnel File
(Against Nfluence and Does 1-5)

86. Further, pursuant to Labor Code § 226(e), Plaintiff is entitled to an award of costs and attorneys' fees in prosecuting this action.

87. Plaintiff hereby incorporate by reference each and every allegation contained in this complaint as though fully set forth herein.

88. Section 1198.5(a) of the Labor Code states that "[e]very current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee." An employer's failure to comply with an employee's request pursuant to this section subjects the employer to a penalty of $750.00.

89. Section 432 of the Labor Code provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

90. Government Code § 12946, subdivision (a) states it is unlawful for an employer to "fail to maintain and preserve any and all applications, personnel, membership, or employment records and files for a minimum period of four years after the records and files are initially created or received, or for employers to fail to retain personnel files of applicants or terminated employees for a minimum period of four years after the date of the employment action taken."

91. Section 226 of the Labor Code requires that an employer provide an employee (current or former) access and an opportunity to copy all payroll records within 21 days of an oral or written request.

92. Labor Code §226, subdivision (f) provides: "A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c)

entitles the current or former employee or the Labor Commissioner to recover a seven hundred fifty dollar ($750) penalty from the employer."

93. On or about April 11, 2025, pursuant to sections 1198.5, 226, and 432 of the Labor Code, Plaintiff, through her counsel, made a written request for inspection of the personnel and payroll records to the Defendants.

94. After receiving the Employees' request for their various personnel records, Defendants failed to timely allow the Employees to inspect their respective personnel files.

95. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiff is entitled to statutory penalties, together with interest thereon and attorneys' fees and costs.

EIGHTH CAUSE OF ACTION
Accounting
(Against Nfluence and Does 1-5)

96. Plaintiff refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

97. Plaintiff does not know the precise amount of wages that she earned through the last day of her employment with Defendants. Such amounts can only be determined by an accounting of Defendants' books and records.

98. Plaintiff demands that Defendants provide an accounting and to furnish their books and records relating to the revenues, expenses, and profits they earned (or that they will earn) for the period through the last day of Plaintiff's employment with Defendants.

NINTH CAUSE OF ACTION
Fraud
(Against Nfluence, Moon and Does 1-5)

99. Plaintiff refers to and incorporates all of the paragraphs of this complaint as though fully set forth herein.

100. As set forth more fully above, Defendants (through Moon) made misrepresentations of a material facts to Plaintiff, with knowledge of their falsity, with intent to deceive and induce reliance, and upon which Plaintiff justifiably relied.

101. Defendants led the Plaintiff to believe that Defendants intended to pay her for her services if she continued to work for Nfluence.

102. Plaintiff reasonably and justifiably relied on Defendants' statements and representations. In reliance on these representations, Plaintiff continued to perform services and defer her compensation.

103. At the time Defendants made these promises, representations and warranties, they knew them to be false. Defendants never intended to fully pay Plaintiff.

104. Plaintiff was induced to rely, and reasonably relied, upon Defendants' various misrepresentations to her detriment. Had Plaintiff known the truth, Plaintiff would never have agreed to continue working or to defer her compensation.

105. As a direct and proximate result of Defendants' fraud and deceit, Plaintiff has sustained compensatory damages, according to proof.

106. Further, Defendants' conduct constitutes fraud, oppression and malice and was intended to deprive Plaintiff of her money and property. Accordingly, Plaintiff is entitled to punitive and exemplary damages according to proof.

<u>TENTH CAUSE OF ACTION</u>
Breach of Contract
(Against Nfluence and Does 1-5)

107. Plaintiff hereby incorporates by reference each and every allegation contained in this complaint as though fully set forth herein.

108. As established, Plaintiff and Defendants were parties to the Agreement.

109. Plaintiff performed all terms, conditions and covenants to be performed by her under the Agreement, or her performance was excused by Defendants' conduct or omission.

110. Under the Agreement, Defendants were obligated to pay Plaintiff all amounts due under the Agreement.

111. Defendants breached the Agreement by failing and refusing to pay Plaintiff the compensation and benefits to which she was entitled under the Agreement.

112. As a direct and proximate result of this breach, Plaintiff has been damaged in an amount according to proof at trial, but believed to be in excess of the jurisdictional minimum of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Kelsey Vinson prays for judgment against Nfluence Partners and each Doe Defendant, as follows:

1. For general or compensatory damages according to proof, on each cause of action for which such damages are available;
2. For special damages, according to proof on each cause of action for which such damages are available;
3. For punitive damages, according to proof on each cause of action for which such damages are available;
4. For civil penalties, according to proof on each cause of action for which such penalties are available;
5. For equitable, declaratory, and injunctive relief to the extent available under law;
6. For pre- and post-judgment interest to the extent applicable by law;
7. For reasonable attorneys' fees to the extent permitted by law;
8. For costs of suit to the extent permitted by law; and
9. For such other and further relief as the Court deems just and appropriate.

PLAINTIFF HEREIN DEMANDS A TRIAL BY JURY OF ALL CAUSES OF ACTION ALLEGED HEREIN.

DATED: October ___, 2025

Respectfully submitted,

YADEGAR, MINOOFAR & SOLEYMANI, LLP

BY: / D R A F T /______________________
Navid Yadegar
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Kelsey Vinson