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**UNITED STATES DISTRICT COURT**
**CENTRAL DISTRICT OF CALIFORNIA**

ZELINA MEDINA, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

SOULFUL MARKETING, LLC, and JULIANA GARCIA, individually and as an officer of SOULFUL MARKETING, LLC,

Defendants.

Case No. 2:26-cv-10902

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff Zelina Medina, by and through the undersigned counsel and on behalf of herself and all others similarly situated, hereby files this Class Action Complaint against Defendants Soulful Marketing, LLC, and Juliana Garcia and alleges as follows:

## SUMMARY OF THE CASE

1. This case is about Defendants' use of deceptive advertising and illegal claims to take advantage of people looking to break into the premium online coaching space and build profitable businesses.

2. Defendants Garcia and Soulful Marketing hawk an online "mastermind" program –the Magnetize and Monetize Program—which purports to provide coaches and consultants everything they need to achieve "6 and multiple 6-figure[]" success by selling coaching services online.

3. Defendants market the MMM—which is currently offered at both $11,000.00 and $20,000.00 tiers—by claiming that Ms. Garcia will help purchasers "design, package, and price a signature method that's completely unique to [purchasers]" and is "PREMIUM" such that purchasers will "**be able to scale [their] business to consistent 5-figure months with confidence** . . . ."

4. On the homepage for the MMM, Ms. Garcia tells prospective purchasers that "selling 5-figure packages with ease and receiving payment in full" is her reality and her "clients' reality" and that it "will be yours too" once you've completed module 10 of the MMM.

5. Defendants' marketing of the MMM also relies heavily on non-representative and, on information and belief, non-verified claims about the financial success of former participants. For example, it touts "Rae" who "**signed $68K in 3 months** with a handful [of] PREMIUM clients" and "TaVona" who "went **from $40K per year in 2019 to $200K** in 2020!" (Emphases in original.)

6. Defendants' false and deceptive advertising injures unsuspecting consumers like Plaintiff Zelina Medina who pay Defendants thousands for access to the MMM only to find that the "BIG returns" Ms. Garcia told them they could achieve by "investing in [them]sel[ves]" (by paying Defendants thousands) were illusory.

7. Defendants' MMM is exactly the type of deceptive and misleading scheme that Illinois and California's legislatures sought to forestall with the Illinois Consumer Fraud and Deceptive Business Practices Act, the California Consumer Legal Remedies Act, and the California Unfair Competition Law.

8. This class action seeks to both hold Defendants accountable for violating these consumer protection statutes and to obtain legal and equitable relief on behalf of victims like Plaintiff Medina who lost thousands as a result of Defendants' deceptive and illegal marketing of the MMM.

## JURISDICTION AND VENUE

9. This court has jurisdiction pursuant to 28 U.S.C. § 1332(d) because this is a class action brought on behalf of more than 100 putative class members in which the amount in controversy exceeds $5,000,000 and a member of the class is a citizen of a State different from that which Defendants are citizens of.

10. This court has jurisdiction pursuant to 28 U.S. Code § 1332(a)(1) because this controversy is between citizens of different states and the amount in controversy exceeds $75,000.00.

11. This Court has personal jurisdiction over Defendant Soulful Marketing LLC because Soulful Marketing has purposefully availed itself of this forum by engaging in economic activity in California and this lawsuit relates to Soulful Marketing's contacts with California.

12. This Court has personal jurisdiction over Defendant Juliana Garcia because Juliana Garcia has purposefully availed herself of this forum by engaging in economic activity in California and this lawsuit relates to Juliana Garcia's contacts with California.

13. Venue is proper in this Court pursuant to 28 U.S.C. section 1391(b)(2) because this is the judicial district in which a substantial portion of the events giving rise to the claim occurred.

## THE PARTIES

14. Plaintiff Zelina Medina is a citizen of California. She is an acupuncturist and coach who specializes in helping women with autoimmune disorders.

15. Defendant Soulful Marketing LLC is a limited liability company organized and existing under the laws of the State of Florida and having its principal place of business in Miami, Florida.

16. Defendant Juliana Garcia is, on information and belief, a citizen of Florida. Defendant Garcia is the founder and CEO of Defendant Soulful Marketing. At all relevant times, Defendant Garcia has formulated, directed, controlled, and participated in the deceptive and illegal acts and practices set forth in this complaint.

## DEFENDANTS' COURSE OF CONDUCT

17. Soulful Marketing, through its owner Juliana Garcia, markets and sells the Magnetize & Monetize Mastermind, a marketing and consulting program targeted at women looking to develop and market premium online coaching businesses.

18. Through its website, social media presence, sales calls, and other promotional materials, Soulful Marketing targets individuals seeking to significantly increase their revenue by building online brands.

19. Soulful Marketing's pitch is built on bold and highly specific income and business transformation claims. Soulful Marketing represents that MMM purchasers achieve "80-90% conversions," and rapidly scale their businesses while working with fewer clients.[1]

20. Soulful Marketing further brands the MMM Program as "The Last Marketing Mastermind You'll Ever Need,"[2] promising an exclusive, "intimate" and "high touch" experience with direct access to Ms. Garcia and individualized coaching support.

21. Soulful Marketing does not simply sell a course, it sells a promise of financial transformation. Prospective purchasers are told they will receive "intimate and high-touch support," step-by-step guidance, and a proven system for attracting premium clients and scaling to multiple five-figure months.[3]

22. To reinforce these representations, Soulful Marketing saturates its marketing with testimonials from purported participants claiming extraordinary financial results. For example,

[1] *See* https://access.julianagarcia.com/magnetize (last accessed June 03, 2026).
[2] *See* https://access.julianagarcia.com/magnetize (last accessed June 03, 2026).
[3] *See* https://access.julianagarcia.com/magnetize (last accessed June 03, 2026).

"Julie," who claims "[a]fter making less than 15K in the month before, **I made $80K within 6 weeks of joining – resulting in a $114K quarter**." (Emphasis in original.) There is also "Eugenia" who states "**[i]n the last few weeks of the mastermind, I signed a $96K client contract and it felt SO easy. Then I went on to have a $250K launch!**" (Emphasis in original.)

23. Defendants present these testimonials not as isolated success stories, but as the natural and expected outcome of participation in the MMM Program.

24. Defendants' marketing creates the false net impression that MMM purchasers will enjoy significant financial growth, and Defendants use that net impression to induce prospective buyers to pay substantial sums to enroll in the MMM.

25. Once they have paid Defendants thousands and enrolled in the MMM, purchasers receive group coaching and pre-recorded materials, not the "intimate" and "high-touch" experience Defendants advertise.

26. What is more, many participants, like Plaintiff, do not achieve the financial results that Defendants' marketing presents as the natural and expected result of participation in the MMM.

27. In order to protect members of the public like Plaintiff Medina, both California and Illinois law tightly regulate the sale of "seller assisted marketing plans" (California) and "business opportunities" (Illinois) like the MMM. Defendants, however, flout the registration and disclosure requirements imposed by California and Illinois's consumer protection laws.

## ZELINA MEDINA'S VICTIMIZATION AT THE HANDS OF DEFENDANTS JULIANA GARCIA AND SOULFUL MARKETING

28. In or around September 2025, Dr. Medina encountered Defendants' social media marketing for the MMM. She was impressed by Defendants' claims that they could help experts like her rapidly develop financially successful online coaching programs.

29. Attracted by Defendants' promises of a "high touch" and "intimate" coaching experience and assured by the success stories featured on Defendants' website, Dr. Medina enrolled in the MMM Program offered by Soulful Marketing in September 2025.

30. Dr. Medina paid $10,000.00 to participate in the MMM.

31. Dr. Medina did not receive the "intimate" and "high touch" coaching she'd been promised. Instead, she was handed cookie cutter content and told to participate in group coaching calls.

32. During the single one-on-one call Plaintiff had with Defendant Garcia, Defendant Garcia provided no legitimate coaching or business advice, and instead aggressively probed into highly personal matters until Dr. Medina became visibly distressed.

33. Despite Soulful Marketing's representations that the MMM Program was a proven system capable of producing substantial business growth and financial success, Dr. Medina obtained no financial benefit or measurable business results from her participation in the program.

34. In November 2025, Plaintiff requested a refund.

35. Defendants denied Plaintiff's refund request.

36. Dr. Medina subsequently pursued every reasonable avenue to resolve her dispute with Defendants including filing a complaint with the Better Business Bureau and initiating a chargeback through American Express.

37. The Better Business Bureau was unable to locate sufficient business contact information for Soulful Marketing to facilitate the complaint process.

38. American Express denied Ms. Medina's chargeback request, on information and belief, as a result of a representment submitted by Defendant Soulful Marketing.

39. Dr. Medina remains out of pocket the full $10,000.00 MMM purchase price together with the consequential financial losses associated with making the investment.

40. Dr. Medina is a single parent and entrepreneur, and the loss of $10,000.00 has had a significant adverse impact on her financial circumstances.

## CLASS ACTION ALLEGATIONS

41. Pursuant to Federal Rule of Civil Procedure 23, Zelina Medina, the named Plaintiff, brings this action as a proposed class action. Plaintiff proposes the following class definitions:

**Class:** All natural persons in the United States who, within the applicable statute of limitations period until the date notice is disseminated, purchased Soulful Marketing's Magnetize

& Monetize Mastermind Program.

**California Subclass:** All members of the Class within California.

42. Excluded from the Class are governmental entities, Defendants, any entity in which Defendants have a controlling interest, and Defendants' officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff.

43. Plaintiff reserves the right to amend or modify the class description by altering it or by making it more specific or by dividing the class members into further subclasses or limiting the issues as appropriate.

44. **Numerosity:** Plaintiff and the Class are informed and believe, and on that basis allege, that the Class is so numerous that individual joinder of all members would be impracticable. Defendants advertise each session of the MMM as having "40 spots total" and Plaintiff and the Class are informed and believe, and on that basis allege, that the Class—which includes everyone who has enrolled in the MMM throughout the entire Class period—is greater than 200 consumers geographically dispersed throughout the United States.

45. **Commonality:** Defendant's practices and omissions were, on information and belief, applied uniformly to all members of the Class such that the questions of law and fact are common to all members of the Class. All members of the putative Class were and are similarly affected by having purchased deceptively-marketed consulting and marketing services from the Defendants and the relief sought herein is for the benefit of Plaintiff and all members of the putative Class.

46. Questions of law and fact common to the Class exist that predominate over questions affecting only individual members. The common questions of law and fact include:

a. Whether Defendants market Soulful Marketing's business services in a manner that is false or misleading;

b. Whether the wrongful conduct detailed in this Class Action Complaint constitutes unfair or unlawful business practices;

c. The extent to which class members overpaid for the business services they received from Soulful Marketing;

d. Whether the class is entitled to recover statutory attorney's fees;

e. Whether Defendants are liable to the class for punitive damages; and

f. Whether Plaintiff and the class are entitled to appropriate remedies, including injunctive relief.

47. **Typicality**: The claims asserted by Plaintiff in this action are typical of the claims of the members of the Class as the claims arise from the same course of conduct by Defendants, all members of the Class have been similarly affected by Defendants' course of conduct, and the relief sought is common.

48. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has no interest adverse to the interests of the other Class members. Plaintiff has retained competent counsel with substantial experience in complex litigation and litigation involving consumer issues and Plaintiff's counsel are committed to vigorously prosecuting this action on behalf of the Class**.**

49. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of the present controversy, in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense and burden on the courts that individual actions would engender. The benefits of proceeding as a class action, including providing a method for obtaining redress for claims that would not be practical to pursue individually, far outweigh any difficulties that it might be argued could arise in connection with the management of this class action. These benefits make class litigation superior to any other method available for the fair and efficient adjudication of these claims. Absent a class action, it would be highly unlikely that many members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits might exceed expected recovery.

50. Certification of this class action is appropriate because the questions of law or fact

common to the respective members of the Class predominate over questions of law or fact affecting only individual members. Certification is also appropriate because, on information and belief, Defendants acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate the relief sought on behalf of the Class as a whole. Further, given the large number of potentially injured purchasers, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications. Certification of Plaintiff's claims for class-wide treatment is also appropriate because Plaintiff and the class can prove the elements of the claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

51. Notice to the members of the class may be accomplished inexpensively, efficiently, and in a manner best designed to protect the rights of all Class members. Plaintiff is informed and believes that Defendant Soulful Marketing has objective evidence concerning class members' identities, including without limitation, sales receipts, credit card data, e-mails concerning refund inquiries, and other objective evidence. Class notice can thus likely be directly sent to individual members of the class.

**FIRST CAUSE OF ACTION**

**VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT**

**815 ILCS 505/1 *et seq.***

**(By the Class Against Soulful Marketing and Juliana Garcia)**

52. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/2 prohibits unfair methods of competition and unfair or deceptive acts or practices, including the use of deception, fraud, false pretenses, false promises, misrepresentations, and the concealment, suppression, or omission of material facts in the conduct of trade or commerce.

53. Plaintiff and all other members of the proposed Class are persons within the context of the ICFA, 815 ILCS 505/1(c).

54. Defendant is a person within the context of the ICFA, 815 ILCS 505/1(c).

55. At all times relevant hereto, Defendant was engaged in trade or commerce as

defined under the ICFA, 815 ILCS 505/1(f).

56. The ICFA prohibits using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use or employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act ("UDTPA"). 815 ILCS § 505/2.

57. Defendant Soulful Marketing LLC and Defendant Juliana Garcia violated the ICFA by engaging in unfair and deceptive conduct in connection with the marketing, advertising, sale, and performance of the MMM Program.

58. Defendants engaged in deceptive acts and practices, including but not limited to:

a. representing that the MMM Program provided a proven system for attracting premium clients, scaling an online business, and achieving substantial revenue growth;

b. representing that participants could achieve extraordinary financial outcomes, including multiple five-figure months, rapid business scaling, and significant increases in revenue through participation in the MMM Program;

c. representing that the MMM Program was "The Last Marketing Mastermind You'll Ever Need" and would provide an exclusive, high-touch coaching experience with direct access to Defendant Juliana Garcia;

d. representing that participants would receive individualized coaching, mentorship, guidance, and support designed to empower them to build successful online businesses;

e. representing through testimonials and marketing materials that participants achieved extraordinary financial results, including large launches, six-figure revenue growth, and rapid business transformations; and

f. failing to disclose material facts concerning the limitations of the MMM Program, the likelihood of achieving the represented financial outcomes.

59. Defendants' representations created the deceptive impression that the MMM Program was a reliable and predictable pathway to financial transformation and that purchasers

who invested substantial sums would receive a high-touch coaching experience that would provide them financial success.

60. Defendants' conduct as alleged herein was violative of 815 ILCS 510/2(5), (7), (9), and (12).

61. As a direct and proximate result of Defendants' violations of the ICFA, Plaintiff suffered actual damages, including but not limited to the loss of the $10,000.00 paid to Defendants and other damages according to proof.

62. Defendants' conduct was willful, knowing, and continuing because Defendants have continued to market and sell the MMM Program using the same misrepresentations.

63. Based on Defendants' unfair and/or deceptive acts or practices, Plaintiff and the Class are therefore entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs, and attorneys' fees, under 815 ILCS 505/10a.

## SECOND CAUSE OF ACTION

## VIOLATION OF THE ILLINOIS BUSINESS OPPORTUNITY SALES ACT

**(815 ILCS 602/1 *et seq.*)**

**(By the Class Against Both Defendants)**

64. The Illinois Business Opportunity Sales Act ("IBOSA"), 815 ILCS 602/1 *et seq.*, regulates the sale of business opportunities and prohibits sellers from offering or selling covered business opportunities without complying with statutory requirements.

65. Defendant Soulful Marketing's sale of access to the Magnetize & Monetize Mastermind Program ("MMM Program") constitutes a "business opportunity" under the IBOSA because Defendant offered Plaintiff services requiring a payment exceeding $500 that were intended to aid Plaintiff in connection with starting an online business targeting premium coaching clients.

66. Defendant Soulful Marketing represented, expressly and implicitly, that it would provide purchasers of the MMM with training and advice pertaining to the promotion, operation, and management of a premium online coaching and/or consulting services business.

67. Defendant Soulful Marketing further represented through its website, social media marketing, webinars, sales calls, testimonials, and promotional materials that purchasers of the MMM Program could achieve substantial income growth, including multiple five-figure months, rapid scaling, and extraordinary business transformations through participation in the program.

68. Defendant Soulful Marketing sold its MMM using an adhesive contract that contained an Illinois choice of law provision.

**Violation of 815 ILCS 602/5-95 and 602/5-110**

69. The IBOSA prohibits sellers of business opportunities from making false, misleading, or deceptive representations concerning the business opportunity. Under 815 ILCS 602/5-95, it is also misleading for the seller of a business opportunity to "omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading."

70. Defendant Soulful Marketing violated the IBOSA by making representations regarding the financial benefits and earning potential associated with the MMM Program without possessing a reasonable basis for those representations.

71. Defendants represented that purchasers could achieve significant financial growth, including multiple five-figure months, rapid scaling, premium client acquisition, and extraordinary revenue increases through participation in the MMM Program.

72. Defendants reinforced these representations through testimonials and success stories describing participants who allegedly generated substantial revenues, including six-figure launches, significant monthly income, and rapid business growth.

73. Defendants did not provide Plaintiff with substantiation demonstrating that these earnings claims were representative of typical purchaser outcomes or supported by reliable data.

74. Defendants omitted information about the actual representative earnings of its MMM enrollees necessary to make its statements not misleading.

75. Defendants omitted information about the median and mean earnings of MMM purchasers such that the statements made, in the light of the circumstances under which they were made, were misleading.

76. Defendants used and circulated in advertising the above misrepresentations and omissions in connection with their sale of MMM.

**THIRD CAUSE OF ACTION**

**Violation of the Florida Sale of Business Opportunities Act**

**(By the Class against both Defendants)**

77. Plaintiff incorporates all of the preceding allegations as if specifically set forth herein.

78. The MMM is a "business opportunity" within the meaning of Fla. Stat. § 559.801(1)(a).

79. Defendants are "sellers" within the meaning of the Florida Sales of Business Opportunities Act.

80. Defendants violated Fla. Stat. § 559.809(4) by "[m]isrepresent[ing] the training and management assistance available to the business opportunity purchaser," insofar as they marketed the MMM as "intimate" and "high-touch" when the actually services provided were group coaching calls and pre-recorded content.

81. Defendants violated Fla. Stat. § 559.809(5) by "[m]isrepresent[ing] the amount of profits, net or gross, which the franchisee can expect from the operation of the business opportunity" through the use of misleading, non-representative testimonials and other misleading representations about the earning outcomes of MMM enrollees.

82. Defendants violated Fla. Stat. § 559.809(13) by "[m]isrepresent[ing] a material fact or creat[ing] a false or misleading impression in the sale of a business opportunity" through their use of misleading claims regarding the earnings and lifestyle benefits MMM purchasers were likely to achieve and the benefits of purchasing the MMM.

83. Plaintiff and the class were injured by Defendants' violations of the Florida Sale of Business Opportunities Act and are entitled to damages, including reasonable attorneys' fees. *See* Fla. Stat. § 559.813(b).

**FOURTH CAUSE OF ACTION**

**Violation of the Florida Deceptive and Unfair Trade Practices Act**

**(By the Class against both Defendants)**

84. The Florida Legislature enacted the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce," and to "make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection." Fla. Stat. § 501.202(2), (3).

85. The Florida Legislature intended that the FDUTPA "be construed liberally to promote the [above] policies." Fla. Stat. § 501.202.

86. The FDUTPA outlaws "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.204(1).

87. Defendants, through the deceptive and unfair conduct alleged herein have violated the FDUTPA.

88. Plaintiff and the class were injured by Defendants' violations of the FDUTPA and, as such, are entitled to actual damages, court costs, and attorney's fees. Fla. Stat. § 501.211(2).

**FIFTH CAUSE OF ACTION**

**VIOLATIONS OF THE SELLER ASSISTED MARKETING PLAN ACT**

**(By the California Subclass and Against Both Defendants)**

89. Defendants' sale of enrollment in their MMM Program is the sale of a "seller assisted marketing plan" ("SAMP") because it is the sale of services that requires a total initial payment exceeding five hundred dollars ($500), but less than fifty thousand dollars ($50,000), that aids a purchaser in beginning, maintaining, or operating a business.

90. Defendant Soulful Marketing advertised their SAMP and represented that purchasers of the MMM Program would earn, were likely to earn, or *could* earn amounts substantially exceeding the initial payment made for participation in the program, including by

representing that participants could rapidly build successful online businesses, work with fewer clients while earning more revenue, and generate consistent five-figure and multi-five-figure monthly income. *See* Cal. Civ. Code § 1812.201(a)(1).

91. Defendants' sale of enrollment in the MMM Program is also a seller assisted marketing plan because it is the sale of services that aid purchasers in beginning, maintaining, or operating a business, and Defendant represented that there existed a market for the business services, coaching services, brands, programs, and other intangible products developed by purchasers through use of the MMM Program and its marketing system. Defendant further represented that purchasers could successfully attract premium-paying clients through the methods taught in the MMM Program. *See* Cal. Civ. Code § 1812.201(a)(2).

92. Defendant Soulful Marketing LLC is a "seller" as that term is defined in California Civil Code section 1812.201(d)(1), because it sells seller assisted marketing plans and, upon information and belief, sold more than five seller assisted marketing plans during the twenty-four (24) months preceding its solicitation of Plaintiff.

93. Defendant Juliana Garcia is a seller as that term is defined in California Civil Code section 1812.201(d)(1), because she sells seller assisted marketing plans and, upon information and belief, sold more than five seller assisted marketing plans during the twenty-four (24) months preceding Plaintiff's solicitation.

94. Defendants' sale of a SAMP to Plaintiff occurred in California insofar as Plaintiff communicated her acceptance of Defendant Soulful Marketing's offer to enroll in the MMM Program while Plaintiff was in South Pasadena, California, and paid Defendants $10,000.00 to participate in the MMM Program. Moreover, Defendant solicited, marketed, and sold the MMM Program to Plaintiff through its website, social media, electronic communications, webinars, sales calls, and other internet-based marketing directed to consumers in California.

95. Under California Civil Code section 1812.203, a SAMP seller shall pay the required annual fee and annually file with the California Attorney General copies of the disclosure statements required under California Civil Code sections 1812.205 and 1812.206, together with the required list of individuals selling the seller assisted marketing plan.

96. Upon information and belief, Defendant Soulful Marketing LLC violated California Civil Code section 1812.203 by failing to pay the required annual fee and by failing to file with the California Attorney General the disclosure statements required under California Civil Code sections 1812.205 and 1812.206, together with the list of individuals selling the seller assisted marketing plan on its behalf.

97. Under California Civil Code section 1812.204(d), a SAMP seller may not represent that a seller assisted marketing plan provides income or earning potential of any kind unless the seller possesses data substantiating those claims.

98. Defendants represented that the MMM Program provided substantial earning potential by advertising that participants could rapidly scale to multiple five-figure months, build highly profitable online businesses while working with fewer clients, and by prominently featuring testimonials claiming participants had earned, among other things, $80,000 in six weeks, $114,000 in a quarter, signed $96,000 clients, generated $250,000 launches, and rapidly transitioned into six-figure and multi-six-figure businesses. Upon information and belief, Defendants do not possess data substantiating these earnings representations and therefore violated California Civil Code section 1812.204(d).

99. Defendant Soulful Marketing violated California Civil Code section 1812.204(f) by advertising the MMM Program on its website and social media platforms without including the required information concerning its principal place of business.

100. Under California Civil Code section 1812.205, SAMP sellers must provide prospective purchasers, at the first in-person communication or the first written response to an inquiry describing the seller assisted marketing plan, with the written disclosure document required by that section.

101. Defendant Soulful Marketing violated California Civil Code section 1812.205 by failing to provide Plaintiff, and upon information and belief other purchasers of the MMM Program, with the disclosure document required by that section in the manner and at the time required by law.

102. Under California Civil Code section 1812.206, at least forty-eight (48) hours before execution of a seller assisted marketing plan agreement or receipt of any consideration, whichever occurs first, a seller must provide the prospective purchaser with the written document entitled "SELLER ASSISTED MARKETING PLAN INFORMATION SHEET."

103. Defendant Soulful Marketing violated California Civil Code section 1812.206 by failing to provide Plaintiff, and upon information and belief other purchasers of the MMM Program, with the information sheet required by that section in the manner and within the time required by law.

104. California Civil Code section 1812.209 specifies mandatory provisions that must appear in any seller assisted marketing plan contract, including notice of the purchaser's three-day right to cancel, the seller's principal business address, the address of its California agent for service of process where applicable, and a statement accurately setting forth the purchaser's statutory right to void the contract under California Civil Code section 1812.215.

105. Defendant Soulful Marketing violated California Civil Code section 1812.209 by omitting one or more of the required statutory provisions from its enrollment agreement and related contractual documents governing Plaintiff's purchase of the MMM Program.

106. Under California Civil Code section 1812.215, where a seller uses untrue or misleading statements in selling a seller assisted marketing plan, fails to comply with California Civil Code section 1812.203, fails to provide the disclosures required by California Civil Code sections 1812.205 and 1812.206, or provides a contract that fails to comply with the statutory requirements, the contract is voidable by the purchaser within one year upon written notice to the seller.

107. Pursuant to California Civil Code section 1812.215, because of Defendant Soulful Marketing's misleading statements concerning the MMM Program, its earnings representations, and its violations of California Civil Code sections 1812.203, 1812.205, 1812.206, and 1812.209, Plaintiff's enrollment agreement is voidable.

108. Plaintiff was injured and lost money as a direct result of Defendant Soulful Marketing's violations of the Seller Assisted Marketing Plan Act in that Plaintiff was induced to

pay $10,000.00 for Defendant's seller assisted marketing plan; was not provided the disclosures and information sheet required by statute; was not informed of her statutory cancellation rights; was subjected to unsubstantiated earnings claims and misleading testimonials portraying extraordinary financial success as the expected outcome of participation; and was otherwise denied the information necessary to make an informed decision regarding Defendant's seller assisted marketing plan. *See* Cal. Civ. Code § 1812.200(b).

109. As a purchaser injured by Defendant Soulful Marketing's violations of the Seller Assisted Marketing Plan Act, Plaintiff is entitled to recover her actual damages, together with reasonable attorneys' fees and costs, and, if the Court deems appropriate, punitive damages pursuant to California Civil Code section 1812.218.

**SIXTH CAUSE OF ACTION**

**Violation of California's Unfair Competition Law**

110. The UCL prohibits "unfair competition," which includes any "unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." *See* Cal. Bus. & Prof. Code § 17200.

111. Defendants Soulful Marketing and Juliana Garcia committed "unfair" and "fraudulent" business acts or practices by, among other things: (A) engaging in conduct where the utility of such conduct, if any, is outweighed by the gravity of the consequences to Plaintiff; (B) engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff; and (C) engaging in conduct that undermines or violates the spirit or intent of California's consumer protection laws, as alleged throughout this Complaint.

112. The utility of Defendants' conduct as described herein is nonexistent. There is no legitimate utility in making false, deceptive, and misleading representations to consumers concerning the nature, scope, quality, and expected results of the MMM Program. By contrast, the harm to Plaintiff resulting from Defendants' conduct is substantial.

113. Defendants' conduct as described herein is immoral, unethical, oppressive, unscrupulous, and substantially injurious to Plaintiff.

114. Defendants' conduct as described herein violates the letter, spirit, and intent of the

UCL and the consumer protection laws set forth in the preceding causes of action.

115. Plaintiff is informed and believes that Defendants Soulful Marketing LLC and Juliana Garcia knew that their representations and omissions to Plaintiff were false, deceptive, and misleading, and that Defendants made such representations with the improper motive of inducing Plaintiff and other consumers to purchase the MMM Program and thereby increasing Defendants' profits.

116. There were reasonably available alternatives by which Defendants could have pursued their legitimate business interests without engaging in the conduct described herein. For example, Defendants could have accurately represented the nature and quality of the MMM Program; refrained from making unsubstantiated earnings claims and presenting extraordinary testimonials as representative results; and otherwise complied with California's consumer protection laws rather than engaging in the deceptive practices alleged throughout this complaint.

117. As a direct and proximate result of Defendants' violations of the UCL, Plaintiff has suffered injury in fact and has lost money. Plaintiff reasonably relied upon Defendants' false, deceptive, and misleading representations regarding the MMM Program. Plaintiff purchased the MMM Program in reliance upon those representations and would not have purchased the program, or would have paid substantially less for it, had she known those representations were false, deceptive, or misleading. Instead, Plaintiff purchased a program that was materially different from what had been advertised, failed to provide the individualized business coaching, mentorship, and support promised by Defendants, and which failed to produce the represented business results. Plaintiff therefore suffered injury in fact, including the loss of her $10,000.00 enrollment fee and related damages.

118. Defendants' representations were material to Plaintiff's decision to purchase the MMM Program, and a reasonable consumer would have attached importance to the truth or falsity of those representations in deciding whether to enroll. Likewise, Defendants' omissions concerning the true nature of the services provided, and the lack of substantiation for the earnings representations and testimonials were material. Had Defendants disclosed the omitted information, Plaintiff would not have purchased the MMM Program or would have paid

substantially less than the $10,000.00 enrollment fee.

119. As a purchaser and consumer of Defendants' MMM Program who has suffered injury in fact and lost money as a result of Defendants' unfair and fraudulent conduct, Plaintiff is entitled to bring this action and seek all remedies available under the UCL.

120. The actions, conduct, and representations underlying this UCL claim stem from marketing, advertising, promotional materials, webinars, social media content, website, electronic communications, and sales practices directed toward consumers in California. Plaintiff is a resident of South Pasadena, California. Defendants intentionally marketed and sold the MMM Program to Plaintiff while she was located in California.

121. The unfair and fraudulent conduct described herein presents a continuing threat to Plaintiff and the public because, upon information and belief, Defendants continue to market and sell the MMM Program using substantially the same false, deceptive, and misleading representations and omissions alleged herein and will not cease doing so unless restrained by this Court. Defendants' conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Plaintiff is therefore entitled to injunctive relief ordering Defendants to cease engaging in false, deceptive, and misleading advertising and business practices, together with restitution, disgorgement, and such other equitable relief as the Court deems just and proper pursuant to California Business and Professions Code section 17203.

***The UCL's "Unlawful" Prong***

**(Against Defendant Soulful Marketing Only)**

122. Plaintiff brings this claim under the "unlawful" prong of California's Unfair Competition Law.

123. Defendant Soulful Marketing LLC violated Section 5 of the Federal Trade Commission Act. This violation constitutes a violation of the unlawful prong of the UCL.

124. The unlawful acts and practices underlying this UCL claim related to marketing, advertising, websites, social media content, electronic communications, and enrollment process directed toward consumers in California. Plaintiff is a resident of South Pasadena, California, and was targeted by Defendants for enrollment in the MMM while living in California.

125. Legal damages are inadequate, and injunctive and equitable relief is necessary to ensure that Defendant Soulful Marketing LLC does not continue engaging in the unlawful conduct alleged herein.

126. Under Section 5 of the FTC Act, "[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce" are unlawful. *See* 15 U.S.C. § 45.

127. "An act or practice is deceptive if first, there is a representation, omission, or practice that, second, is likely to mislead consumers acting reasonably under the circumstances, and third, the representation, omission, or practice is material. Deception may be found based on the 'net impression' created by a representation." *FTC v. Stefanchik*, 559 F.3d 924, 928 (9th Cir. 2009).

128. Defendants made numerous representations regarding the nature of the services available through the MMM Program and the refund available to purchasers for whom the program did not produce the promised results. These representations included:

a. That the MMM Program was "The Last Marketing Mastermind You'll Ever Need";

b. That participants would receive intimate, high-touch coaching, individualized mentorship, and direct access to Defendant Garcia;

c. That participants could achieve "80-90% conversions," rapidly attract premium clients, and scale successful online businesses while working with fewer clients;

d. That participants were likely to achieve substantial financial success, including multiple five-figure months and six-figure businesses, as represented through Defendants' earnings claims and testimonials; and

e. That the MMM Program provided a proven system capable of producing the business transformation and financial results advertised by Defendants.

129. These representations, as alleged above, were likely to mislead reasonable consumers because they conveyed that participants would receive the high level of individualized business coaching and earnings advertised by Defendants. As alleged herein, Defendant Soulful

Marketing did not provide the services as represented.

130. As alleged above, these representations were material and were likely to affect how a reasonable consumer evaluated the benefits, risks, and potential financial upside of enrolling in the MMM Program.

131. Because these representations violate Section 5 of the FTC Act, they constitute unlawful acts and therefore violations of the unlawful prong of California's Unfair Competition Law.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff and the Class request that this Court:

A. Certify the Class and California Subclass as defined herein;

B. Appoint Plaintiff Zelina Medina as representative of the Class and California Subclass;

C. Appoint A. Lorraine Weekes, Jessica Islam, Cyclone Covey, and Kevin Kneupper as Class Counsel;

D. Actual damages;

E. Consequential damages;

F. Treble damages;

G. Punitive damages;

H. Nominal damages;

I. Award restitution, rescission and/or other equitable relief, including, without limitation, disgorgement of all revenues, profits, and any unjust enrichment that Defendants obtained from Plaintiff and the class as a result of their unfair, fraudulent, and unlawful business practices as described herein;

J. Issue injunctive relief as permitted by law and equity, including, but not limited to, an order prohibiting Defendant Soulful Marketing LLC and Defendant Juliana Garcia from engaging in false, deceptive, misleading, or unlawful advertising and sales practices concerning the Magnetize & Monetize Mastermind Program;

K. Award attorneys' fees and costs;

L. Award pre-judgment and post-judgment interest as provided by law and allowed in equity;

M. Award such other and further relief as this Court deems just, proper, and necessary.

**DEMAND FOR JURY TRIAL**

Plaintiff and the Class demand a jury trial of the facts alleged above and on all counts and issues so triable.

DATED: September 23, 2026

**KNEUPPER & COVEY, PC**



A. Lorraine Weekes, Esq.

*Attorney for Plaintiff Zelina Medina and the Class*