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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

<p>BRIAN MCADAM, individually, Plaintiff, v. LIFE SURGE LLC, a Delaware Corporation, and JANE AND JOHN DOES 1-10, Defendant.</p>	<p>COMPLAINT</p> <p>Case No.</p> <p>Judge: Magistrate:</p>
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COMES NOW, Plaintiff Brian McAdam (hereinafter “Plaintiff”), by and through counsel of record, and hereby brings this action against Defendants Life Surge LLC (hereinafter “Defendant”) as follows:

PARTIES

1. Plaintiff Brian McAdam is an individual residing in Utah County, Utah.
2. Defendant Life Surge is a Delaware Corporation with its principal place of business in Palmetto, Florida.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as the claims arise under federal law, including Title VII, the Sarbanes-Oxley Act, and the False Claims Act.

4. This Court has supplemental jurisdiction over the state law breach of contract claim pursuant to 28 U.S.C. § 1367.

5. Venue is proper in the Central District of Utah under 28 U.S.C. § 1391(b) because the acts giving rise to this Complaint occurred within this judicial district.

FACTUAL BACKGROUND

7. Life Surge was created and founded by Mr. Joe Johnson, a seasoned professional in the seminar and event sales industry.

8. The Life Surge seminar model is heavily inspired by Get Motivated and Fortune Builders seminars, employing a similar structure and approach.

9. A significant portion of Life Surge's workforce is composed of former employees from these prior companies, carrying over practices that emphasize aggressive sales tactics.

10. Life Surge's marketing and sales strategies are deeply rooted in Christianity, with messaging that is faith-based and focused on having a "Kingdom impact" on their students.

11. This religious messaging serves as a core component of Life Surge's identity and is foundational to attracting and influencing attendees, who are then presented with financial opportunities framed as righteous or faith-driven investments.

12. To enhance the perceived legitimacy of this faith-based approach, Life Surge appointed Mr. Shawn Marcell as President of the company.

13. Mr. Marcell, who previously served as CEO of Welfont (another Joe Johnson company), is also a pastor with strong ties to Evangelical communities and acts as the spiritual leader within Life Surge.

14. Life Surge operates as a for-profit entity, and the Marcell family is heavily involved in the organization, holding various management positions.

15. They work in dual capacities as both W-2 employees and 1099 independent contractors, raising questions about organizational structure and employment practices.

16. Plaintiff's immediate supervisor, Josiah Marcell, age 22, oversees all sales teams and speakers.

17. While at events, Plaintiff's supervision was delegated to the Sales Team Leader.

18. This management structure reinforced a culture that prioritized religious conformity and strict adherence to the company's Evangelical Christian values.

19. On February 27, 2024, Plaintiff entered into an Independent Contractor Agreement with Defendant Life Surge.

20. Throughout his engagement, Plaintiff fulfilled his contractual duties and performed his work with professionalism.

21. Plaintiff is a practicing member of The Church of Jesus Christ of Latter-day Saints (Mormon) and experienced discriminatory treatment based on his religion, including derogatory remarks and disparate treatment compared to non-Mormon colleagues.

22. Plaintiff also raised concerns about Defendant's practices, which he believed were unethical and potentially illegal, particularly the targeting of Christians for financial exploitation, including the sale of stocks and investments based on religious affiliation.

23. Shortly after raising these concerns, Plaintiff's contract was terminated, which he contends was in retaliation for his whistleblower activities.

24. Defendant's actions breached the Independent Contractor Agreement, which required fair and equitable treatment and compliance with specific termination conditions.

25. In early February 2024, Plaintiff was offered and accepted employment with Defendant Life Surge.

26. He commenced travel and work bookings on February 17, 2024, with his first event taking place on March 7, 2024, in Irvine, California.

27. Between March 7 and August 20, 2024, Plaintiff worked a total of 19 events, generating approximately \$3 million in personal sales.

28. In July 2024, during a Life Surge event, a student inquired about Plaintiff's religious beliefs.

29. Plaintiff stated that he was a Christian and elaborated that he was raised in The Church of Jesus Christ of Latter-day Saints (LDS).

30. Following this conversation, Plaintiff had a brief discussion with Pastor Paul Jaqua about religious differences, including the concept of the Holy Trinity.

31. Unbeknownst to Plaintiff, this conversation was relayed to Josiah Marcell, leading to Marcell expressing doubts to others about Plaintiff's faith, stating, "I don't know what Brian believes in and if he is Christian."

32. On August 2, 2024, during an event, Josiah Marcell requested Plaintiff, in an apparent premeditated setup, to lead a group prayer.

33. This was the first and only time such a request had been made to Plaintiff, despite his many months of service.

34. Plaintiff prayed in a manner consistent with his Christian beliefs, using language familiar to him, including "thee" and "thou."

35. Following the prayer, Pastor Paul Jaqua criticized Plaintiff's prayer style and theological beliefs, specifically attacking the LDS understanding of the Trinity. The conversation was condescending and left Plaintiff feeling ambushed and targeted.

36. On August 21, 2024, as Plaintiff prepared to depart for another event, he received a text message from Josiah Marcell canceling his travel plans and removing him from the event, stating that "some of [his] words were offensive."

37. Plaintiff later learned that these concerns were related to religious theological differences.

38. On August 28, 2024, Plaintiff's bookings and commitments through October 24, 2024, were abruptly canceled.

39. Despite multiple requests for clarity, Defendant failed to provide any substantive explanation, instead making vague references to minor infractions related to sales practices.

40. In two subsequent phone calls, Marcell praised Plaintiff as "the best salesperson" he had ever met and acknowledged Plaintiff's exemplary performance.

41. Marcell further stated that if Life Surge were not a non-secular company, Plaintiff's religious affiliation would not be an issue, and he suggested that Plaintiff would be a better fit for a "secular" company.

42. Plaintiff was offered a referral to a secular company, further underscoring the religious discrimination he experienced.

43. Marcell and others continued to question Plaintiff's Christian faith and suitability for Life Surge based on religious grounds.

44. Plaintiff's termination was executed by Josiah Marcell and Aaron Spiropoulos, with consultation from Pastor Paul Jaqua, based on religious discrimination and retaliation for Plaintiff's refusal to disavow his beliefs.

45. The termination has harmed Plaintiff's reputation and jeopardized his livelihood, with the potential of being blacklisted within the industry.

46. Defendant has refused Plaintiff's requests to review any alleged complaints or evidence of vetting, reinforcing the suspicion that the reasons given for his termination were pretextual.

47. Plaintiff's claims are supported by at least one corroborating witness, including Steven Andrus, a former colleague and eyewitness to the practices and treatment described herein, who can testify to Plaintiff's performance and the discriminatory culture at Life Surge.

48. From March through August 2024, Plaintiff worked approximately 60+ hours per week, participating in 19 national events, three of which were unpaid training events despite Plaintiff achieving top-sales status during those trainings.

49. His average commission per event exceeded \$7,000, with some weeks surpassing \$10,000.

50. His earnings and performance steadily increased through the duration of his engagement.

51. Following his termination, Plaintiff has been unable to secure comparable employment.

52. The most common concern raised by prospective employers is why Life Surge, who publicly promoted Plaintiff as its top salesperson, terminated him without explanation.

53. Defendant maintained an exclusive inner circle composed primarily of Evangelical Christian friends and family members of the Marcell family.

54. Speaking opportunities, leadership roles, and prayer duties were routinely assigned to individuals from this group, and individuals outside of that faith tradition, particularly those of LDS background, were never invited into similar roles or responsibilities, reinforcing the religious gatekeeping that pervaded Defendant's corporate culture.

CAUSES OF ACTION

Count I: Religious Discrimination (Title VII of the Civil Rights Act of 1964)

34. Plaintiff incorporates by reference all preceding paragraphs.

35. Defendant engaged in unlawful religious discrimination by subjecting Plaintiff to differential treatment and a hostile work environment based on his Mormon faith, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2.

36. Under 42 U.S.C. § 2000e-2, it is unlawful for an employer to fail or refuse to hire, to discharge, or otherwise discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment based on religion.

37. Defendant violated this provision by publicly criticizing Plaintiff's religious practices, questioning his faith, and singling him out for exclusion from work opportunities.

38. Defendant created a hostile work environment through pervasive and derogatory comments directed at Plaintiff's religious beliefs.

39. The July 2024 conversation, in which Pastor Paul Jaqua disparaged Plaintiff's use of religious language and espoused doctrinal superiority, is evidence of the severe and pervasive nature of the discrimination.

40. Defendant's demand that Plaintiff lead a group prayer, reserved for members of the Evangelical inner circle, and the subsequent critique of his religious expression, were calculated to embarrass and isolate Plaintiff, further demonstrating the religious animus underlying Defendant's actions.

41. The adverse employment actions, including canceling Plaintiff's pre-scheduled work and terminating his engagement without suspension, retraining, or warnings typically provided to others, were pretextual and motivated by religious bias.

42. Marcell's statements that Plaintiff was not "Christian enough" and would be better suited for a secular company explicitly underscore this unlawful discrimination.

43. As a direct and proximate result of Defendant's discriminatory actions, Plaintiff has suffered emotional distress, damage to his professional reputation, and significant financial loss.

Count II:

Retaliation (Sarbanes-Oxley Act & False Claims Act)

44. Plaintiff raised concerns to his supervisors and management about Life Surge's potentially illegal and unethical financial practices, which he reasonably believed violated federal securities laws and other regulations.

45. Specifically, Plaintiff was troubled by the company's method of targeting vulnerable individuals through faith-based messaging to sell investment opportunities and financial products under misleading pretenses of religious legitimacy.

46. Plaintiff expressed his belief that Life Surge's practices of using Christianity as a marketing tool created an environment where attendees were manipulated into making financial investments under the guise of spiritual and moral duty.

47. He noted that these tactics could constitute fraudulent or deceptive practices, particularly given the for-profit nature of the company.

48. Plaintiff also questioned the legitimacy of Life Surge's financial representations and the appropriateness of the company's sales strategies, which created a false sense of urgency and preyed on the trust of religiously motivated attendees.

49. He raised these concerns in good faith, believing they could implicate federal securities laws or laws against financial fraud.

50. Shortly after voicing these concerns, Plaintiff experienced swift and severe retaliation. Defendant canceled his work commitments, stripped him of future event bookings, and ultimately terminated his contract.

51. These actions were taken without the typical disciplinary measures or corrective opportunities given to other sales staff, highlighting the retaliatory nature of the termination.

52. Defendant's retaliatory conduct is a clear violation of the whistleblower protections afforded under the Sarbanes-Oxley Act, 18 U.S.C. § 1514A, which prohibits retaliation against individuals who report suspected securities fraud, and the False Claims Act,

31 U.S.C. § 3730(h), which protects whistleblowers who report fraud involving government funds or programs.

53. As a result of Defendant's unlawful actions, Plaintiff Brian McAdam seeks damages under the Sarbanes-Oxley Act, 18 U.S.C. § 1514A, and the False Claims Act, 31 U.S.C. § 3730(h), which entitle him to multiple forms of relief aimed at making him whole and deterring future retaliatory conduct by employers.

54. Under the Sarbanes-Oxley Act, Plaintiff is entitled to:

- a. Back Pay: Compensation for all lost wages, benefits, and other remuneration he would have earned but for Defendant's retaliatory conduct, with interest.
- b. Reinstatement: Restoration to his previous position or an equivalent role, should reinstatement be feasible and appropriate.
- c. Special Damages: Compensation for non-economic harms, including emotional distress and reputational damage, suffered as a direct result of the retaliation.
- d. Litigation Costs: Recovery of reasonable attorney's fees, expert witness fees, and other costs incurred in pursuing his claims.

55. Under the False Claims Act, Plaintiff seeks:

- a. Double Back Pay: Compensation equal to twice the amount of lost wages and benefits, with interest, to reflect the severity of Defendant's retaliatory actions.
- b. Reinstatement: Placement back in his previous position or a comparable role, if reinstatement is possible.
- c. Special Damages: Recovery for emotional distress, damage to reputation, and other economic and non-economic losses resulting from the retaliatory termination.

d. Attorney's Fees and Costs: Full reimbursement for reasonable attorney's fees and litigation expenses necessary to bring forth this action.

56. The damages sought are meant to compensate Plaintiff for the significant financial and personal harm caused by Defendant's discriminatory and retaliatory conduct, ensuring that he is fully redressed for all losses suffered.

Count III: Breach of Contract

57. Plaintiff incorporates by reference all preceding paragraphs.

58. The Independent Contractor Agreement required that Plaintiff be treated fairly and equitably, and it outlined specific conditions under which the contract could be terminated, including the obligation to act in good faith and provide appropriate notice or cause for termination.

59. Defendant violated these contractual provisions by terminating Plaintiff's contract abruptly and without justification, under the guise of unfounded and pretextual claims related to Plaintiff's religious beliefs and sales practices.

60. Despite Plaintiff's exemplary performance, generating approximately \$3 million in sales over 19 events and receiving praise from his supervisors, Defendant canceled Plaintiff's pre-booked events and committed work engagements with no prior warnings, retraining, or opportunity for remediation.

61. Furthermore, the termination was executed in a manner that was not only unfair but also discriminatory and retaliatory, as evidenced by Defendant's use of Plaintiff's faith and theological differences as reasons for questioning his suitability for the role.

62. The abrupt nature of the termination, the lack of due process, and the inconsistent application of disciplinary standards compared to other similarly situated individuals breached the contractual obligation to treat Plaintiff equitably.

63. Defendant's breach of the Independent Contractor Agreement has caused Plaintiff substantial financial harm, including the loss of significant income from canceled events, as well as damage to his professional reputation and future career prospects.

64. As a result, Plaintiff is entitled to damages under applicable state contract law for the financial and reputational losses he has suffered.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Brian McAdam requests that this Court enter judgment in his favor and grant the following relief:

a. Compensatory, consequential, and punitive damages for lost income, emotional distress, and reputational harm;

b. As a direct result of Defendant's conduct, Plaintiff has suffered economic losses including \$60,000 in lost booked commissions, approximately \$168,000 in lost future earnings due to reputational harm, emotional and spiritual distress valued at \$150,000, and whistleblower retaliation damages of at least \$80,000, along with legal fees.

c. These damages fall within a total estimated range of \$475,000 to \$550,000, and Plaintiff seeks full compensation for these harms.

d. Reinstatement or compensation for whistleblower retaliation;

e. Punitive damages as allowed by law;

f. Attorney's fees and costs;

g. Any other relief deemed just and proper by the Court.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED THIS 27th day of May, 2025,

/s/ Joseph C. Alamilla /

Joseph C. Alamilla, Esq.

B. Ray Zoll, Esq.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
BRIAN MCADAM
(b) County of Residence of First Listed Plaintiff Salt Lake County
(c) Attorneys (Firm Name, Address, and Telephone Number)
JOSEPH C. ALAMILLA (9785)
P.O.Box 543, Centerville, Utah 84014

DEFENDANTS
LIFE SURGE LLC, a Delaware Corporation, and JANE AND JOHN DOES 1-10
County of Residence of First Listed Defendant State of Delaware
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State X 1 1
Citizen of Another State 2 X 2
Citizen or Subject of a Foreign Country 3 3
PTF DEF
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 X 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. § 2000e-2; 18 U.S.C. § 1514a;
Brief description of cause:
This action arises from Life Surge LLC's unlawful termination of Brian McAdam in violation of federal anti-discrimination and whistleblower protection laws.

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 550,000
CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE 05/27/2025 SIGNATURE OF ATTORNEY OF RECORD /s/ Joseph C. Alamilla

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.