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MARISOL MEZA, Plaintiff, vs. HOLLY STANLEY, PSYCHIC READINGS, PSYCHIC READINGS BY HOLLY, and JOHN DOES NOS. 1-10 (Fictitious Parties Whose Identities Are Presently Unknown), Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY DOCKET NO.: Civil Action **COMPLAINT**

Plaintiff, Marisol Meza, by way of Complaint against Defendants, says:

PARTIES

1. Plaintiff, Marisol Meza, resides at 7 Nelson Avenue, Hawthorne, New Jersey 07506.

2. Defendants, Holly Stanley, Psychic Readings, and Psychic Readings by Holly, have a principal place of business at 114 South Farview Avenue, Paramus, New Jersey 07652.

3. Defendants, John Does Nos. 1–10 are fictitious parties whose identities are presently unknown.

FACTS COMMON TO ALL COUNTS

4. Ms. Meza lost her husband in October 2022 after a long, traumatic, and tragic illness which devastated Ms. Meza.

5. Ms. Meza experienced substantial grief and emotional vulnerability arising from the loss of her spouse.

6. Ms. Meza met defendants in February 2026 while still grieving her husband's death.

7. Defendants became aware of Ms. Meza's grief over the death of her husband and of Ms. Meza's emotional vulnerability concerning the well-being and spiritual condition of her deceased spouse.

8. Defendants held themselves out as psychics and/or spiritual advisors capable of communicating with, assisting, cleansing, and/or otherwise affecting spiritual conditions concerning Ms. Meza and her deceased spouse.

9. Defendants cultivated Ms. Meza's trust and confidence by representing to her, among other things, that defendants possessed special knowledge and abilities concerning Ms. Meza's deceased husband and his spiritual condition.

10. Defendants requested that Ms. Meza pay $500 for an initial consultation.

11. Defendants elicited information from Ms. Meza and deliberately converted Ms. Meza's grief into a relationship of trust and emotional dependency.

12. Defendants would instruct Ms. Meza on what to do and praise her for being obedient and following their instructions.

13. Defendants used that relationship to overcome Ms. Meza's independent judgment.

14. Defendants then demanded $7,000 in cash for a ritual to "cleanse" Ms. Meza.

15. Defendants next demanded $6,500 in cash to "cleanse" her deceased husband's spirit.

16. Defendants instructed Ms. Meza to use a small box to fill it with her husband's belongings along with the cash.

17. Her husband's belongings included a watch, necklace, bracelet, an item of clothing, a wedding photograph, and an old key to the home where Ms. Meza and her late husband had resided.

18. Defendants never explained what would happen to the items or the money despite repeated inquiries.

19. As defendants became more aware of Ms. Meza's financial capacity, defendants increased their demands.

20. Defendants eventually requested $65,000 in cash for a new critical ritual that had to be done.

21. Defendants claimed this large amount was necessary to remove a curse allegedly placed on inherited funds that were left to Ms. Meza.

22. Defendants justified the cost by stating it corresponded to one thousand dollars for each year of her husband's life and that there were costs for candles, crystals, several tabernacles, donations to churches, and compensation to the multiple individuals that were involved in prayer rituals.

23. Defendants instructed Ms. Meza to put the $65,000 in cash into 65 individual white sealed envelopes with each envelope containing $1,000 in cash.

24. Defendants were questioned regarding the costs and the particulars and they would not provide this information to Ms. Meza.

25. Defendants told Ms. Meza to place the $65,000 and $6,500 in cash into a larger box that would be able to fit the cash and her late husband's belongings but defendants never explained what would happen to the money and items.

26. Defendants instructed Ms. Meza to meditate over the items in the larger box to attract her late husband's soul and to bring the box to them the next day.

27. Ms. Meza meditated and brought the box to defendants four times over the course of four days but was advised by defendants that Ms. Meza was unsuccessful.

28. On the fourth day, defendants indicated that they would keep the box in their possession so that they could meditate over the items and attract her late husband's soul for the purpose of the ritual.

29. This was how defendants obtained the large box from Ms. Meza with the $71,500 in cash from her inheritance and life savings and her husband's personal belongings.

30. Defendants gained Ms. Meza's trust, using personal information Ms. Meza had shared to appear credible and spiritually insightful.

31. Defendants told Ms. Meza that her late husband had been cursed while he was alive and that his spirit required urgent cleansing.

32. Defendants further claimed that this negative energy would transfer to Ms. Meza if not addressed immediately, creating a sense of dependency, fear, and urgency.

33. Defendants stated Ms. Meza would die just like her husband if she did not complete the "cleansing".

34. Ms. Meza's husband died of complications after a twelve-year battle with a chronic kidney disease.

35. Defendants provided Ms. Meza with a large, clear glass, 14-ounce pink candle containing small crystals.

36. Defendants instructed Ms. Meza to burn the candle in her bedroom for approximately thirty minutes each evening as a means of connecting with them.

37. Defendants further instructed Ms. Meza to record a short video of the candle burning each night and send the video to them.

38. Defendants later added another component to the ritual.

39. They provided Ms. Meza with a large, gold-colored vanity box and instructed her to place inside the box a heart-shaped pink crystal provided by defendants, her engagement ring, her wedding band, and a wedding photograph.

40. Defendants instructed Ms. Meza to burn the candle either on top of or next to the vanity box.

41. Defendants also reinforced emotional dependence by claiming they were connected with Ms. Meza in a previous life and by validating Ms. Meza's personal struggles to deepen trust.

42. Defendants instructed Ms. Meza to keep all interactions and payments confidential and not to discuss them with anyone.

43. Defendants asked invasive financial questions, such as the amount Ms. Meza received from selling her home to assess her ability to pay.

44. Defendants demanded an additional $52,000 in cash for another critical ritual to "cleanse" Ms. Meza personally.

45. Ms. Meza became alarmed and researched defendants on the internet and discovered they scammed a victim in 2016 of $41,000.

46. Ms. Meza then requested the return of her money and personal belongings from defendants, but defendants refused.

47. Defendants exploited Ms. Meza's grief following the death of her husband and used false representations, threats, fear, and emotional manipulation to induce her to hand over $78,500 in cash over the course of a couple of months.

48. Defendants falsely represented to Ms. Meza, among other things, that:

a. Her husband had been cursed during his lifetime and that his spirit required "cleansing;"

b. Her husband's alleged negative energy could adversely affect Ms. Meza and her stepson;

c. The inheritance received by Ms. Meza and her stepson was "hexed" and could be cleansed only through substantial cash payments;

d. Her husband's negative energy would transfer to Ms. Meza unless it was addressed immediately;

e. Ms. Meza could suffer a prolonged and horrific death similar to that of her husband unless she completed the purported cleansing process; and

f. Immediate payment was required because her husband's spirit would remain present for only a limited period of time.

49. Defendants created a false sense of urgency and deliberately preyed upon Ms. Meza's grief, fear, and emotional vulnerability.

50. Any agreement, contract, acknowledgment, waiver, or other document that defendants caused Ms. Meza to sign was procured through false representations, threats, fear,

emotional manipulation, duress, undue influence, and unconscionable conduct and is therefore void or voidable and unenforceable.

51. Defendants' characterization of these transactions as entertainment or spiritual services does not excuse fraudulent or unlawful conduct.

52. The amount, frequency and nature of the payments were extraordinary and grossly disproportionate to any ordinary or legitimate psychic or spiritual services purportedly provided by defendants.

53. Defendants' conduct has caused Ms. Meza substantial monetary and property loss and severe emotional distress.

FIRST COUNT
(Fraud/Misrepresentation)

54. Plaintiff reasserts and incorporates each of the foregoing paragraphs as if set forth fully herein.

55. Defendants falsely and fraudulently, and with intent to defraud Ms. Meza, made false representations to Ms. Meza.

56. Those representations were false in fact and known to be false by the defendants at the time they were so made, and in truth and in fact they were false and were designed to threaten, scare, and emotionally manipulate Ms. Meza.

57. Ms. Meza relied upon defendants' representations and was thereby induced to provide substantial amounts of money and personal property to defendants.

58. As a result, Ms. Meza suffered damages including substantial monetary and property losses.

WHEREFORE, plaintiff, Marisol Meza, demands judgment against defendants, Holly Stanley, Psychic Readings, Psychic Readings by Holly, and John Does Nos. 1–10 (fictitious

parties whose identities are presently unknown), jointly and severally for damages, punitive damages, treble damages, the return by defendants of all of plaintiff's personal property, costs and disbursements in this action, including attorneys' fees and costs, pre and post judgment interest, and such other relief as the Court deems just and proper.

SECOND COUNT
(Undue Influence)

59. Plaintiff reasserts and incorporates each of the foregoing paragraphs as if set forth fully herein.

60. Defendant knew that Ms. Meza was particularly vulnerable concerning matters involving Ms. Meza's deceased spouse and knowingly utilized that vulnerability to obtain Ms. Meza's trust and confidence and to induce Ms. Meza to continue making increasingly substantial payments.

61. Through the foregoing course of conduct, defendants placed themselves in a position of superior influence over Ms. Meza with respect to matters involving Ms. Meza's deceased spouse, Ms. Meza's spiritual and emotional well-being, and the need for the purported cleansing services claimed by defendants.

62. As a result, a confidential relationship developed between Ms. Meza and defendants in which Ms. Meza reposed substantial trust and confidence in defendants and the parties no longer dealt with each other on equal terms.

63. Defendants intentionally exploited that confidential relationship, together with Ms. Meza's grief and emotional vulnerability, for defendants' own financial benefit.

64. Defendants' influence over Ms. Meza became sufficiently dominant so that Ms. Meza's decisions concerning the substantial payments to defendants were not the product of Ms.

Meza's free, independent, and informed judgment, but instead were induced and controlled by the trust, dependence and influence cultivated and exercised by defendants.

65. Defendants' conduct constituted undue influence in that it interfered with and overcame Ms. Meza's free agency and independent judgment and caused Ms. Meza to make substantial transfers of money and property that Ms. Meza would not otherwise have made.

66. The extraordinary amount of money transferred, the short period of time during which the transfers occurred, the use of cash, the progression from purported cleansing of Ms. Meza's deceased spouse to purported cleansing of Ms. Meza, and defendants' repeated receipt of substantial financial benefits constitute further evidence of defendants' domination, exploitation and undue influence over Ms. Meza.

67. Defendants were the direct financial beneficiary of the undue influence exercised over Ms. Meza and received $78,500 in cash and certain personal property as a direct and proximate result thereof.

68. To the extent the payments constitute inter vivos gifts or transfers, defendants' domination of Ms. Meza and/or the confidential relationship existing between Ms. Meza and defendants gives rise to a presumption that the transfers were the product of undue influence.

69. Defendants cannot demonstrate that the transfers were fair, open, voluntary, free from deception and undue influence, and fully understood by Ms. Meza.

70. By reason of defendants' undue influence, the transfers made by Ms. Meza to defendants are void and/or voidable and defendants have no equitable right to retain the monies and personal property obtained from Ms. Meza.

71. As a direct and proximate result of defendants' conduct, Ms. Meza has suffered damages including substantial monetary and property losses.

WHEREFORE, plaintiff, Marisol Meza, demands judgment against defendants, Holly Stanley, Psychic Readings, Psychic Readings by Holly, and John Does Nos. 1–10 (fictitious parties whose identities are presently unknown), jointly and severally for damages, punitive damages, treble damages, the return by defendants of all of plaintiff's personal property, costs and disbursements in this action, including attorneys' fees and costs, pre and post judgment interest, and such other relief as the Court deems just and proper.

THIRD COUNT
(Unjust Enrichment)

72. Plaintiff reasserts and incorporates each of the foregoing paragraphs as if set forth fully herein.

73. Ms. Meza has provided defendants with $78,500 in cash and certain personal property in which defendants have been unjustly enriched.

74. It would be unjust for defendants to retain the money and personal property received from Ms. Meza.

75. As a result, defendants should return the money and personal property to Ms. Meza.

WHEREFORE, plaintiff, Marisol Meza, demands judgment against defendants, Holly Stanley, Psychic Readings, Psychic Readings by Holly, and John Does Nos. 1–10 (fictitious parties whose identities are presently unknown), jointly and severally for damages, punitive damages, treble damages, the return by defendants of all of plaintiff's personal property, costs and disbursements in this action, including attorneys' fees and costs, pre and post judgment interest, and such other relief as the Court deems just and proper.

FOURTH COUNT
(Breach of Good Faith and Fair Dealing)

76. Plaintiff reasserts and incorporates each of the foregoing paragraphs as if set forth fully herein.

77. Defendants have breached the implied covenants of good faith and fair dealing implicit in all agreements.

78. Defendants have breached the implied covenant of good faith and fair dealing by, among other things, exploiting, manipulating, threatening, terrorizing, defrauding, and unduly influencing Ms. Meza.

79. As a direct result of defendants' breaches, Ms. Meza suffered substantial damages.

WHEREFORE, plaintiff, Marisol Meza, demands judgment against defendants, Holly Stanley, Psychic Readings, Psychic Readings by Holly, and John Does Nos. 1–10 (fictitious parties whose identities are presently unknown), jointly and severally for damages, punitive damages, treble damages, the return by defendants of all of plaintiff's personal property, costs and disbursements in this action, including attorneys' fees and costs, pre and post judgment interest, and such other relief as the Court deems just and proper.

FIFTH COUNT
(Consumer Fraud Act)

80. Plaintiff reasserts and incorporates each of the foregoing paragraphs as if set forth fully herein.

81. At all times stated, the parties are "persons" in accordance with New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et. seq.

82. At all times stated, defendants were involved in acting as psychics and/or spiritual advisors.

83. By their conduct more specifically described in the prior paragraphs of this Complaint, defendants acted unlawfully and used, among other things, unconscionable or abusive commercial practices, deception, fraud, false pretenses, false promises, and misrepresentations, and knowing concealed, suppressed, and omitted material facts with the intent that Ms. Meza rely on such facts in dealing with defendants, in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et. seq.

84. As a direct and proximate result of defendants' acts, Ms. Meza was caused to expend sums of monies and suffer losses.

WHEREFORE, plaintiff, Marisol Meza, demands judgment against defendants, Holly Stanley, Psychic Readings, Psychic Readings by Holly, and John Does Nos. 1–10 (fictitious parties whose identities are presently unknown), jointly and severally for damages, punitive damages, treble damages, the return by defendants of all of plaintiff's personal property, costs and disbursements in this action, including attorneys' fees and costs, pre and post judgment interest, and such other relief as the Court deems just and proper.

JURY DEMAND

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

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Richard A Joel, Jr., Esq., is designated as trial counsel.

CERTIFICATION PURSUANT TO R. 4:5-1 and R. 1:38-7(b)

I hereby certify that this matter is not the subject of any other action pending in any court or arbitration proceeding, that no other action or arbitration proceeding is contemplated by this plaintiff, and there are no other parties, whom, to the knowledge of plaintiff's counsel, should be joined in this action. I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JOEL & JOEL, LLP
Attorneys for Plaintiff,
Marisol Meza

By: _____
Richard A. Joel, Jr., Esq.

Date: September 1, 2026