

Raymond Gonzalez
89 Florence Place
Elmwood Park, NJ 07407
Pro Se

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SUPERIOR COURT OF NEW JERSEY
COUNTY OF BERGEN
FINANCE DIVISION

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RAYMOND GONZALEZ

Plaintiff,

v.

WORLD MISSION SOCIETY,
CHURCH OF GOD, A NJ NONPROFIT
CORPORATION

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: BERGEN
COUNTY

Docket No. BER-C-346-17

Civil Action

COMPLAINT FOR
DECLARATORY JUDGMENT

JURY TRIAL DEMANDED

FILED
DEC 22 2017
Tara J. Simaloni
DEPUTY CLERK

PRELIMINARY STATEMENT

1. Plaintiff Raymond Gonzalez brings this complaint seeking that the Court declare that a purported confidentiality agreement (the "Purported Agreement") (Exhibit 1) between Plaintiff and Defendant World Mission Society Church of God, A NJ Nonprofit Corporation ("World Mission New Jersey"), is null and void and unenforceable for the reasons stated below.

PARTIES, JURISDICTION, & VENUE

Subject Matter Jurisdiction

2. This is an action seeking a declaratory judgment. This Court has subject matter jurisdiction over this action pursuant to Article VI, Section III, paragraph 2 of the New Jersey Constitution, and Rule 4:3-1(a)(1).

Venue

3. Venue in this Court is appropriate pursuant to Rule 4:3-2(a)(3), in that the Purported Agreement was executed in Bergen County and the cause of action asserted herein arose primarily in Bergen County.

Personal Jurisdiction

4. The court has personal jurisdiction over World Mission New Jersey because the Purported Agreement was executed in New Jersey and because World Mission New Jersey is incorporated in New Jersey, and because World Mission New Jersey has a principal place of business in New Jersey.

The Plaintiff

5. Plaintiff Raymond Gonzalez resides at 89 Florence Place, Elmwood Park, NJ 07407.

The Defendant

6. Defendant World Mission New Jersey is a New Jersey corporation with a principal place of business at 305 Godwin Avenue, Ridgewood, New Jersey, 07450-3604.

FACTUAL ALLEGATIONS

World Mission New Jersey On the Internet

7. World Mission New Jersey is a branch of a global enterprise called “World Mission Society Church of God” (“World Mission”).
8. World Mission claims to have 2.5 million members in 2500 churches in 175 countries around the world.
9. World Mission is a controversial organization which has attracted a large amount of public criticism online.
10. There are numerous websites, blogs, and You Tube videos online, posted from various countries around the world, accusing World Mission of being a “cult” that destroys

families and subjects its members to financial and psychological exploitation.

Pastor Lee's Undue Influence Over Plaintiff

11. Plaintiff was a member of World Mission New Jersey from May 2005 to December 5, 2012.
12. Plaintiff was recruited into World Mission New Jersey while he was attending college.
13. Plaintiff was only 18 years old when he was recruited into World Mission New Jersey.
14. The leader of World Mission New Jersey was its pastor, Dong Il Lee.
15. After joining World Mission New Jersey, Pastor Lee became Plaintiff's pastor.
16. As Plaintiff's pastor, Pastor Lee provided spiritual counseling to Plaintiff.
17. Plaintiff placed trust and confidence in Pastor Lee as his pastor.
18. That trust and confidence were vital to the counseling relationship between Pastor Lee and Plaintiff.
19. As Plaintiff's pastor, Pastor Lee was in a dominant and superior position to Plaintiff.
20. As Plaintiff's pastor, Pastor Lee owed fiduciary duties to Plaintiff.
21. As Plaintiff's pastor, Pastor Lee owed a duty of loyalty and duty of care towards Plaintiff.
22. As Plaintiff's pastor, Pastor Lee was under a duty to act and give advice for the benefit of Plaintiff on matters within the scope of their relationship, which included all matters regarding Plaintiff's membership in and relationship to World Mission New Jersey.
23. Nevertheless, Pastor Lee abused his relationship with Plaintiff and exploited Plaintiff for Pastor Lee's own benefit.
24. Pastor Lee established a relationship of dominance and control over Plaintiff and over every aspect of Plaintiff's life.
25. Pastor Lee's influence over Plaintiff was undue, in that it overpowered Plaintiff and

resulted in destroying Plaintiff's free agency in regard to all of Plaintiff's significant life decisions, including the decision to sign the Purported Agreement.

26. Pastor Lee's undue influence pre-empted Plaintiff from following the dictates of Plaintiff's own mind and will.
27. Pastor Lee's undue influence caused Plaintiff to accept the wishes and domination of Pastor Lee.
28. Pastor Lee demanded that Plaintiff drop out of college so that Plaintiff could devote all of his time to serving World Mission New Jersey and Pastor Lee.
29. Pastor Lee demanded that Plaintiff work for Pastor Lee's private company, Big Shine Worldwide, Inc. ("Big Shine"), for little or no pay.
30. Pastor Lee demanded that Plaintiff devote over 100 hours a week in the service of World Mission New Jersey, Big Shine, and Pastor Lee.
31. For most weeks, Plaintiff was required to spend his time at World Mission New Jersey all day Saturday, all day Sunday, and every weeknight until past midnight.
32. Pastor Lee demanded that Plaintiff donate large sums of money to World Mission New Jersey.
33. Pastor Lee demanded that Plaintiff donate large sums of money to be used to fund a restaurant, Lincoln Grill & Café, which was owned by Pastor Lee's wife, Bong Hee Lee.
34. Pastor Lee prohibited Plaintiff from having an independent social life.
35. Pastor Lee arranged Plaintiff's romantic relationships for him, and required Plaintiff to break off relationships with women that Pastor Lee did not approve of.
36. Pastor Lee chaperoned Plaintiff on a date with a woman.
37. Pastor Lee arranged Plaintiff's marriage to another member of World Mission New

Jersey.

38. At all times that Plaintiff was a member of World Mission New Jersey, Plaintiff was surrounded by the influence of other World Mission members.

39. The other World Mission members were acting under the direction and influence of Pastor Lee, and were agents of Pastor Lee.

40. While acting under Pastor Lee's direction, the other World Mission members would spy on each other and report back to Pastor Lee any transgressions made by another World Mission member.

41. Thus, Plaintiff was in a constant state of being watched by other World Mission members.

42. This prevented Plaintiff from establishing any meaningful privacy or independent thoughts.

43. As a result of Pastor Lee's undue influence, Plaintiff complied with all of the demands and prohibitions imposed on him by Pastor Lee.

Signing of the Purported Agreement

44. In the years leading up to 2012, the amount of online criticism directed at World Mission gradually increased.

45. During that time, Pastor Lee became increasingly agitated by all of the online criticism of World Mission.

46. By the end of 2011, Pastor Lee decided that he had enough.

47. On January 1, 2012, Pastor Lee decided that he wanted certain members of World Mission New Jersey to sign the Purported Agreement.

48. Pastor Lee demanded that Plaintiff sign the Purported Agreement on January 1, 2012.

49. Plaintiff was only 25 years old when Pastor Lee demanded that Plaintiff sign the Purported Agreement.
50. Pastor Lee was in his mid-50s when Pastor Lee demanded that Plaintiff sign the Purported Agreement.
51. At that time, Pastor Lee led Plaintiff to believe that the Purported Agreement was not legally enforceable.
52. Pastor Lee said that he did not care if the Purported Agreement was enforceable or not, because the goal of the Purported Agreement was to make World Mission New Jersey members believe it was enforceable, so that they would not leave World Mission New Jersey and then criticize World Mission New Jersey.
53. Pastor Lee stated that most former World Mission members would not go through the trouble of retaining a lawyer to dispute the enforceability of the Purported Agreement.
54. Nevertheless, Pastor Lee acknowledged that if a former World Mission member did retain a lawyer to dispute the enforceability of the Purported Agreement, the Purported Agreement would not hold up in court.
55. Thus, Plaintiff believed the Purported Agreement was unenforceable on January 1, 2012, when Pastor Lee demanded that Plaintiff sign it.
56. Pastor Lee told Plaintiff that if Plaintiff did not sign the Purported Agreement Pastor Lee would expel Plaintiff from World Mission New Jersey.
57. Pastor Lee caused Plaintiff to believe that if Plaintiff was expelled from World Mission New Jersey for not signing the Purported Agreement then Plaintiff would be punished by God and sent to a fiery Hell.
58. Pastor Lee demanded that Plaintiff sign the Purported Agreement within minutes of

- making the wrongful threat to expel Plaintiff from World Mission New Jersey.
59. Pastor Lee did not afford Plaintiff an opportunity to consult with a lawyer prior to signing the Purported Agreement.
60. Pastor Lee did not afford Plaintiff an opportunity to consult with other clergy prior to signing the Purported Agreement.
61. Pastor Lee did not afford Plaintiff an opportunity to consult with Plaintiff's family prior to signing the Purported Agreement.
62. Pastor Lee did not afford Plaintiff an opportunity to consult with anyone outside of World Mission prior to signing the Purported Agreement.
63. Plaintiff attempted to avoid signing the Purported Agreement.
64. Other members of World Mission New Jersey were in the same room as Plaintiff, and they were all required to sign the Purported Agreement as well.
65. Plaintiff was asked to collect the signed agreements from the other members.
66. After Plaintiff collected the signed agreements from other members he handed them to another World Mission member.
67. That other World Mission member noticed that Plaintiff had not submitted a signed agreement for Plaintiff himself.
68. That other World Mission member, acting under the direction of and on behalf of Pastor Lee, demanded that Plaintiff sign the Purported Agreement immediately.
69. Plaintiff was fearful that the World Mission member would report Plaintiff to Pastor Lee if Plaintiff did not sign immediately, and that Plaintiff would be expelled from World Mission New Jersey if Plaintiff did not sign the Purported Agreement immediately.
70. Thus, Plaintiff signed the Purported Agreement.

71. At the time that Plaintiff signed the Purported Agreement, Plaintiff was under duress and undue influence imposed by Pastor Lee and the other World Mission members who were acting as agents of Pastor Lee.

72. Plaintiff was not given a copy of the Purported Agreement after he signed it.

Terms of the Purported Agreement

73. The Purported Agreement is labeled “Confidentiality Agreement.”

74. The Purported Agreement states that it is an agreement between World Mission New Jersey and Plaintiff.

75. The Purported Agreement further states that Plaintiff is prohibited from disclosing to any third party any “Confidential Information.”

76. The Purported Agreement then goes on to assert that “Confidential Information” consists of “all information concerning Church (whether prepared by Church, its representatives, members, or others), whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished”

77. The Purported Agreement further states that such “Confidential Information” can only be used by Plaintiff “in furtherance of the Purpose described in this Agreement.”

78. The “Purpose” described in the Agreement is “spiritual or personal understanding.”

79. The Purported Agreement does not contain any exceptions that would allow Plaintiff to disclose information to his lawyer, accountant, clergy, therapist, or spouse.

80. The Purported Agreement does not contain any exceptions that would allow Plaintiff to disclose information that has already been made public through sources that are not in violation of any confidentiality agreements.

81. The Purported Agreement does not contain any exceptions that would allow Plaintiff to

disclose information that World Mission New Jersey has no legitimate interest in keeping confidential.

World Mission New Jersey's Disavowal of the Purported Agreement

82. Plaintiff terminated his membership with World Mission New Jersey on December 5, 2012.

83. In January 2013, Plaintiff met with Victor Lozada, a high-ranking member of World Mission New Jersey and an agent of Pastor Lee.

84. At that time, Mr. Lozada asked Plaintiff if Plaintiff intended to talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.

85. Plaintiff informed Mr. Lozada that Plaintiff did intend to talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.

86. When Mr. Lozada asked Plaintiff about the Purported Agreement prohibiting Plaintiff from speaking to others about World Mission, Plaintiff reminded Mr. Lozada that the Purported Agreement was legally unenforceable.

87. Mr. Lozada did not attempt to correct Plaintiff's understanding at that time.

88. Later that month, Plaintiff accepted an invitation from Pastor Lee to meet with Pastor Lee to explain why Plaintiff had left World Mission New Jersey.

89. At that meeting, Pastor Lee asked Plaintiff if Plaintiff intended to talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.

90. Plaintiff informed Pastor Lee that Plaintiff did intend to talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.

91. Pastor Lee made no mention of the Purported Agreement at that time.
92. Pastor Lee did not inform Plaintiff at that time that Plaintiff had a contractual obligation to preserve World Mission New Jersey's confidentiality, or that Pastor Lee now considered the Purported Agreement to be legally enforceable.
93. Over the next few years, Plaintiff did in fact talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.
94. Many of those communications between Plaintiff and people outside of World Mission New Jersey took place with Pastor Lee's knowledge.
95. Nevertheless, Pastor Lee made no formal attempt to enforce the Purported Agreement.
96. Pastor Lee did not even formally serve Plaintiff with a copy of the Purported Agreement until September 28, 2016.
97. That was almost four years after Plaintiff left World Mission New Jersey and began speaking to people outside of World Mission New Jersey, about World Mission New Jersey and Plaintiff's experiences therein.

Information That World Mission New Jersey Is Attempting to Conceal with the Confidentiality Agreement

98. Pastor Lee engages in illegal and wrongful conduct as the pastor of World Mission New Jersey.
99. The reason Pastor Lee demanded that Plaintiff and other World Mission New Jersey members sign the Purported Agreement was to prevent Plaintiff and other World Mission New Jersey members from disclosing Pastor Lee's illegal and wrongful conduct.
100. For instance, Pastor Lee and other World Mission members acting under the direction of Pastor Lee have engaged in the following conduct which Pastor Lee does not want to be made public:

1. forcing or coercing World Mission members who get pregnant to have abortions;
 2. forcing or coercing World Mission members who attend college to quit and stop pursuing an education;
 3. forcing or coercing World Mission members to divorce their spouses or break up with significant others where the spouse or significant other is critical of World Mission, even if the relationship was a loving and healthy one;
 4. arranging marriages between total strangers who do not speak the same language;
 5. lying to the IRS and committing acts of tax fraud; and
 6. lying to immigration officials.
101. Although Pastor Lee does not want information about his conduct to be made public, the public nevertheless has a legitimate interest in knowing about Pastor Lee's conduct.
102. Pastor Lee's conduct carries with it the risk of substantial harm being inflicted on members of the public, and therefore the public has a right to be informed of such conduct so that people can protect themselves from such harm.

World Mission New Jersey Now Claims That the Purported Agreement Is Enforceable

103. Beginning in 2016 and continuing into 2017, World Mission New Jersey has made a number of communications to Plaintiff in which World Mission New Jersey has indicated that it now considers the Purported Agreement to be enforceable.
104. Most recently, World Mission New Jersey has demanded that Plaintiff turn over and disclose to World Mission New Jersey any information in Plaintiff's possession that is covered by the Purported Agreement, which would necessarily include every piece of information that relates in any way to World Mission New Jersey or World Mission generally, regardless of what that information is or how Plaintiff obtained it.

105. Therefore, the issue of the Purported Agreement's validity is ripe for adjudication.

CAUSE OF ACTION

Demand for Declaratory Judgment Pursuant to

Uniform Declaratory Judgments Law, N.J.S.A. § 2A:16-50, et. seq.

106. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

107. Plaintiff seeks a declaratory judgment, pursuant to the Uniform Declaratory Judgments Law, N.J.S.A. § 2A:16-50, et. seq., in particular N.J.S.A. § 2A:16-53, declaring that the Purported Agreement is null and void and unenforceable, and has been so since January 1, 2012, as if it had never existed, for any or all of the reasons set forth in the counts below.

COUNT 1

Over Breadth and Vagueness

108. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

109. The Purported Agreement asserts that *all* information in Plaintiff's possession concerning World Mission New Jersey is "Confidential Information" which "shall not be disclosed to *any* third party for *any* purpose."

110. Moreover, the Purported Agreement asserts that information in Plaintiff's possession concerning World Mission New Jersey is "Confidential Information" regardless of how Plaintiff obtained that information.

111. Even information concerning World Mission New Jersey that is prepared by people other than World Mission New Jersey's own representatives or members is considered "Confidential Information," according to the Purported Agreement.

112. There is no exception for information that is publicly available or readily ascertainable

from public information.

113. There is no exception for information that was already known to Plaintiff at the time World Mission New Jersey disclosed the information to Plaintiff.
114. There is no exception for information that Plaintiff received from other former members or other third parties who are not bound by any confidentiality agreements with World Mission New Jersey.
115. There is no exception for information that was developed by Plaintiff himself.
116. Furthermore, there are no limits to the restrictions on Plaintiff's use of the purportedly Confidential Information.
117. There is no temporal limitation on the restrictions imposed on Plaintiff.
118. There is no geographical limitation on the restrictions imposed on Plaintiff.
119. There is no limitation on the third parties that Plaintiff is restricted from disclosing Confidential Information to.
120. The Purported Agreement is not narrowly tailored to protect any legitimate interest of World Mission New Jersey.
121. In any event, World Mission New Jersey has no legitimate interest in asserting confidentiality over any of the information pertaining to Plaintiff's experience as a member of World Mission New Jersey.
122. World Mission New Jersey purports to be a non-profit, tax-exempt church.
123. World Mission New Jersey does not purport to be a business.
124. World Mission New Jersey does not possess any trade secrets or confidential business information.
125. Plaintiff has a general right to make use of knowledge and skills acquired through his

experience in World Mission New Jersey.

126. Plaintiff also has the right to make use of his personal and religious experiences that he had in World Mission New Jersey.
127. Nevertheless, the Purported Agreement imposes broad sweeping restrictions on Plaintiff's ability to discuss *anything* about World Mission New Jersey with *anyone*.
128. Under the Purported Agreement, Plaintiff is prohibited from discussing World Mission New Jersey for the rest of his life.
129. Under the Purported Agreement, Plaintiff is prohibited from discussing World Mission New Jersey no matter where he is.
130. Under the Purported Agreement, Plaintiff is prohibited from discussing World Mission New Jersey with any other person, no matter who the person is or what role the person is playing in Plaintiff's life.
131. If Plaintiff feels he was traumatized by his experiences in World Mission New Jersey, he is not be permitted to discuss his experiences in World Mission New Jersey with a counselor or therapist.
132. Nor is Plaintiff permitted to discuss his experiences in World Mission New Jersey with any clergy member or lay leader of any other religion or non-religious community that Plaintiff may wish to participate in.
133. Plaintiff is also not permitted to discuss his experiences in World Mission New Jersey with other former members of World Mission New Jersey, even if such communications would be therapeutic for Plaintiff, or for the other former members.
134. Plaintiff is not permitted to discuss his experiences in World Mission New Jersey with the families of current World Mission New Jersey members, even if those families have

lost contact with their loved ones in World Mission New Jersey and are seeking advice on how to re-establish such contact.

135. If Plaintiff has questions about the tax treatment of money he donated to World Mission New Jersey, he would not be able to discuss such things with an accountant.
136. If Plaintiff wants to discuss the legality of the Purported Agreement with an attorney, he would not be able to do so.
137. If Plaintiff is aware of criminal wrongdoing committed by Pastor Lee or other members of World Mission New Jersey, he would not be permitted to report such information to law enforcement.
138. Plaintiff is not permitted to discuss his experiences in World Mission New Jersey with friends or neighbors.
139. Plaintiff is not even permitted to discuss his experiences in World Mission New Jersey with his own family.
140. Such a broad restriction on Plaintiff's ability to communicate an experience that consumed seven and a half years of his life imposes an undue hardship on Plaintiff.
141. Moreover, the public has an interest in the controversies surrounding World Mission New Jersey.
142. The controversies surrounding World Mission New Jersey are matters of public concern.
143. Issues pertaining to World Mission New Jersey's governance, and whether World Mission New Jersey is akin to a cult, are matters of public concern.
144. Whether World Mission New Jersey is forcing or coercing World Mission members who get pregnant to have abortions is a matter of public concern.

145. Whether World Mission New Jersey is forcing or coercing World Mission members who attend college to quit and stop pursuing an education is a matter of public concern.
146. Whether World Mission New Jersey is responsible for breaking up marriages or other relationships is a matter of public concern.
147. Whether World Mission New Jersey is arranging marriages for people who do not speak the same language is a matter of public concern.
148. Whether World Mission New Jersey has lied to the IRS or committed tax fraud is a matter of public concern.
149. Whether World Mission New Jersey has lied to immigration officials is a matter of public concern.
150. Moreover, the alleged abuses committed by World Mission New Jersey against its members, including financial and psychological exploitation, are all matters of public concern.
151. As a former member of World Mission New Jersey, Plaintiff has information and viewpoints that relate to those issues of public concern.
152. The public has an interest in hearing Plaintiff's information and viewpoints with respect to those issues of public concern.
153. The restrictions on Plaintiff's speech set forth in the Purported Agreement have the effect of denying the public the opportunity to hear important and relevant information from Plaintiff that will contribute to the public's knowledge and understanding of those issues of public concern.
154. Therefore, the restrictions set forth in the Purported Agreement pose a threat to the public interest.

155. Such broad restrictions on speech pertaining to issues of public concern violate public policy.

156. Thus, the Purported Agreement is overbroad and vague, and unenforceable as a matter of law.

COUNT 2

Undue Influence

157. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

158. Pastor Lee's influence over Plaintiff was undue, in that it overpowered Plaintiff and resulted in destroying Plaintiff's free agency in regard to all of Plaintiff's significant life decisions, including the decision to sign the Purported Agreement.

159. Pastor Lee's undue influence pre-empted Plaintiff from following the dictates of Plaintiff's own mind and will.

160. Pastor Lee's undue influence caused Plaintiff to accept the wishes and domination of Pastor Lee.

161. Pastor Lee's undue influence prevented Plaintiff from deciding to sign the Purported Agreement based on Plaintiff's own free will.

162. Plaintiff did not want to sign the Purported Agreement, and would not have signed it but for Pastor Lee's undue influence.

163. Since joining World Mission New Jersey, Pastor Lee was in a confidential and fiduciary relationship with Plaintiff, in that Pastor Lee was Plaintiff's pastor, responsible for providing Plaintiff with spiritual guidance and advice.

164. As a result of that confidential and fiduciary relationship, Pastor Lee controlled all of Plaintiff's life decisions.

165. As a result of that confidential and fiduciary relationship, Pastor Lee controlled all of Plaintiff's time, seven days a week, for over six and a half years at the time the Purported Agreement was signed.
166. Pastor Lee demanded that Plaintiff make large donations to World Mission New Jersey and to a private restaurant owned by Pastor Lee's wife.
167. Pastor Lee influenced Plaintiff to drop out of college and work for Pastor Lee's private company for little or no pay.
168. Pastor Lee controlled who Plaintiff dated, and chaperoned Plaintiff on a date.
169. Pastor Lee arranged Plaintiff's marriage.
170. Pastor Lee was the dominant member of the confidential and fiduciary relationship with Plaintiff.
171. Plaintiff was the servient member of the confidential and fiduciary relationship with Pastor Lee.
172. Thus, at the time that Pastor Lee demanded that Plaintiff sign the Purported Agreement, Plaintiff was dependent on Pastor Lee for significant support, assistance, and service.
173. At the time that Pastor Lee demanded that Plaintiff sign the Purported Agreement, Pastor Lee and Plaintiff were not dealing on equal terms.
174. As a fiduciary, Pastor Lee owed a duty of loyalty towards Plaintiff.
175. As a fiduciary, Pastor Lee was under a duty to give advice for Plaintiff's benefit with respect to matters within the scope of their relationship.
176. The Purported Agreement covers matters within the scope of their relationship.
177. Nevertheless, Pastor Lee took advantage of his dominant position over Plaintiff by getting Plaintiff to sign the Purported Agreement, which was to Plaintiff's detriment

and to the benefit of World Mission New Jersey and Pastor Lee.

178. The Purported Agreement was a detriment to Plaintiff because it imposes an undue hardship on Plaintiff by requiring Plaintiff to surrender a large amount of free speech in exchange for nothing of value.
179. The Purported Agreement provided a benefit to World Mission New Jersey because it enables World Mission New Jersey to preserve all of its secrets at no cost.
180. The Purported Agreement provided a benefit to Pastor Lee because it enables Pastor Lee to preserve all of his secrets at no cost.
181. Furthermore, much of the information that the Purported Agreement would require Plaintiff to keep secret involved acts of criminality or wrongdoing committed by Pastor Lee or Pastor Lee's agents, which Pastor Lee would want to keep secret.
182. Pastor Lee also deceived Plaintiff by leading Plaintiff to believe that the Purported Agreement was not legally enforceable, and that World Mission New Jersey would not be attempting to enforce it.
183. Pastor Lee also took advantage of his dominant position over Plaintiff by threatening to expel Plaintiff from World Mission New Jersey if Plaintiff did not sign the Purported Agreement.
184. Pastor Lee demanded that Plaintiff sign the Purported Agreement within minutes of making the wrongful threat to expel Plaintiff from World Mission New Jersey.
185. Pastor Lee did not afford Plaintiff an opportunity to think about whether Plaintiff wanted to sign the Purported Agreement.
186. Pastor Lee did not afford Plaintiff an opportunity to consult with an attorney before demanding that Plaintiff sign the Purported Agreement.

187. Pastor Lee did not afford Plaintiff an opportunity to consult with any impartial people unaffiliated with World Mission New Jersey about whether the Purported Agreement was in Plaintiff's best interest.
188. Once Plaintiff had left World Mission New Jersey, Plaintiff refused to ratify the Purported Agreement.
189. Plaintiff informed Mr. Lozada and Pastor Lee within two months of leaving World Mission New Jersey that Plaintiff intended to speak out about Plaintiff's experience in World Mission New Jersey.
190. Plaintiff has subsequently spoken to third parties about his experience in World Mission New Jersey with World Mission New Jersey's knowledge.
191. Plaintiff has never treated the Purported Agreement as if it were valid.

COUNT 3

Duress

192. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.
193. Plaintiff did not want to sign the Purported Agreement and did not voluntarily consent to signing it.
194. At the time that Plaintiff signed the Purported Agreement, Plaintiff was only 25 years old, and had been in World Mission New Jersey since he was 18, having not completed his formal education.
195. At the time that Plaintiff signed the Purported Agreement, Pastor Lee was in his mid-50s.
196. In order to get Plaintiff to sign the Purported Agreement, Pastor Lee used wrongful threats and psychological pressure which overcame Plaintiff's will and caused Plaintiff

to sign the Purported Agreement, even though Plaintiff would not have signed it voluntarily.

197. Specifically, Pastor Lee threatened to expel Plaintiff from World Mission New Jersey if Plaintiff did not sign the Purported Agreement.
198. At that point, Plaintiff had already been a member of World Mission New Jersey for six and a half years, and his entire life was organized around World Mission New Jersey.
199. Pastor Lee terrorized Plaintiff by making Plaintiff believe that Plaintiff would be punished by God and sent to a fiery Hell if Plaintiff did not sign the Purported Agreement.
200. Pastor Lee demanded that Plaintiff sign the Purported Agreement within minutes of making the wrongful threat to expel Plaintiff from World Mission New Jersey.
201. Pastor Lee did not afford Plaintiff an opportunity to think about whether Plaintiff wanted to sign the Purported Agreement.
202. Pastor Lee did not afford Plaintiff an opportunity to consult with an attorney before demanding that Plaintiff sign the Purported Agreement.
203. Pastor Lee did not afford Plaintiff an opportunity to consult with any impartial people unaffiliated with World Mission New Jersey about whether the Purported Agreement was in Plaintiff's best interest.
204. At the time that Pastor Lee demanded that Plaintiff sign the Purported Agreement, Pastor Lee and Plaintiff were in the seventh year of a relationship in which Pastor Lee exerted domination and control over every aspect of Plaintiff's life.
205. Thus, Pastor Lee's threats and psychological pressure overcame Plaintiff's will.
206. Pastor Lee's threats and psychological pressure were wrongful because they were so

oppressive under the circumstances as to compel Plaintiff to sign the Purported Agreement, even though his free will would have refused to do so.

207. As a result, Plaintiff signed the Purported Agreement, even though the Purported Agreement imposes undue hardship on Plaintiff by requiring Plaintiff to surrender a large amount of free speech in exchange for nothing of value.
208. Once Plaintiff had left World Mission New Jersey, Plaintiff refused to ratify the Purported Agreement.
209. Plaintiff informed Mr. Lozada and Pastor Lee within two months of leaving World Mission New Jersey that Plaintiff intended to speak out about Plaintiff's experience in World Mission New Jersey.
210. Plaintiff has subsequently spoken to third parties about his experience in World Mission New Jersey with World Mission New Jersey's knowledge.
211. Plaintiff has never treated the Purported Agreement as if it were valid.

COUNT 4

Breach of Fiduciary Duty

212. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.
213. Pastor Lee and Plaintiff were in a fiduciary relationship, as explained above.
214. As a fiduciary, Pastor Lee owed a duty of loyalty towards Plaintiff.
215. As a fiduciary, Pastor Lee was under a duty to give advice for Plaintiff's benefit with respect to matters within the scope of their relationship.
216. The Purported Agreement covers matters within the scope of their relationship.
217. Nevertheless, Pastor Lee took advantage of his dominant position over Plaintiff by getting Plaintiff to sign the Purported Agreement, which was to Plaintiff's detriment

and to the benefit of World Mission New Jersey and Pastor Lee.

218. The Purported Agreement was a detriment to Plaintiff because it imposes an undue hardship on Plaintiff by requiring Plaintiff to surrender a large amount of free speech in exchange for nothing of value.
219. The Purported Agreement provided a benefit to World Mission New Jersey because it enables World Mission New Jersey to preserve all of its secrets at no cost.
220. The Purported Agreement provided a benefit to Pastor Lee because it enables Pastor Lee to preserve all of his secrets at no cost.
221. Furthermore, much of the information that the Purported Agreement would require Plaintiff to keep secret involved acts of criminality or wrongdoing committed by Pastor Lee or Pastor Lee's agents, which Pastor Lee would want to keep secret.
222. Pastor Lee also deceived Plaintiff by leading Plaintiff to believe that the Purported Agreement was not legally enforceable, and that World Mission New Jersey would not be attempting to enforce it.
223. Pastor Lee also took advantage of his dominant position over Plaintiff by threatening to expel Plaintiff from World Mission New Jersey if Plaintiff did not sign the Purported Agreement.
224. Pastor Lee demanded that Plaintiff sign the Purported Agreement within minutes of making the wrongful threat to expel Plaintiff from World Mission New Jersey.
225. Pastor Lee did not afford Plaintiff an opportunity to think about whether Plaintiff wanted to sign the Purported Agreement.
226. Pastor Lee did not afford Plaintiff an opportunity to consult with an attorney before demanding that Plaintiff sign the Purported Agreement.

227. Pastor Lee did not afford Plaintiff an opportunity to consult with any impartial people unaffiliated with World Mission New Jersey about whether the Purported Agreement was in Plaintiff's best interest.
228. Pastor Lee understood that if Plaintiff had been given an opportunity to seek independent advice, he likely would have been advised not to sign the Purported Agreement, because it imposes an oppressive burden on Plaintiff without Plaintiff receiving just compensation in return.
229. Thus, Pastor Lee's tactics to get Plaintiff to sign the Purported Agreement were not done in good faith.
230. Pastor Lee did not act honorably when getting Plaintiff to sign the Purported Agreement.
231. Pastor Lee was not acting in Plaintiff's best interest when getting Plaintiff to sign the Purported Agreement.
232. Therefore, Pastor Lee breached his duty of loyalty towards Plaintiff when he got Plaintiff to sign the Purported Agreement.

COUNT 5

Equitable Fraud

233. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.
234. At the time that Plaintiff signed the Purported Agreement, Pastor Lee represented to Plaintiff that Pastor Lee did not consider the Purported Agreement to be legally enforceable.
235. Rather, Pastor Lee explained that the Purported Agreement was needed in order to scare the World Mission New Jersey members so that they would not post information

to the Internet that was critical of World Mission.

236. Pastor Lee's representation was false, as World Mission New Jersey under Pastor Lee's direction now claims that the Purported Agreement is enforceable.
237. As explained above, Pastor Lee had a confidential and fiduciary relationship with Plaintiff at the time that Pastor Lee made that false representation to Plaintiff.
238. On information and belief, Pastor Lee knew the truth of his intention to enforce the Purported Agreement at the time that he represented to Plaintiff that the Purported Agreement was unenforceable.
239. Plaintiff did not know the truth of Pastor Lee's intention to enforce the Purported Agreement at the time that Pastor Lee represented to Plaintiff that the Purported Agreement was unenforceable.
240. Pastor Lee intentionally made the false representation to Plaintiff that Pastor Lee did not consider the Purported Agreement to be enforceable in order to induce Plaintiff into signing the Purported Agreement, which Plaintiff otherwise would not have signed.
241. Pastor Lee knew that Plaintiff would not have signed the Purported Agreement if Pastor Lee had not made the false representation to Plaintiff that Pastor Lee did not consider the Purported Agreement to be enforceable.
242. Nevertheless, that false representation caused Plaintiff to reasonably believe that World Mission New Jersey did not intend to enforce the Purported Agreement.
243. Plaintiff accepted Pastor Lee's explanation that the Purported Agreement was needed to scare World Mission New Jersey members so that they would not post information to the Internet that was critical of World Mission, even though the Purported Agreement was not legally enforceable.

244. Plaintiff justifiably relied on Pastor Lee's false representation that World Mission New Jersey would not enforce the Purported Agreement when Plaintiff signed the Purported Agreement.

245. Thus, Pastor Lee's false representation was material.

246. Plaintiff was damaged by Pastor Lee's false representation in that Plaintiff is now being threatened with World Mission New Jersey's efforts to enforce the Purported Agreement.

COUNT 6

Adhesion

247. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

248. The Purported Agreement was presented to Plaintiff on a take-it-or-leave-it basis.

249. Plaintiff was threatened with expulsion from World Mission New Jersey if he refused to sign the Purported Agreement.

250. The Purported Agreement consists of a standardized form that is used for all World Mission New Jersey members who are selected by Pastor Lee to sign it.

251. No individual member of World Mission New Jersey, including Plaintiff, has the power to negotiate with Pastor Lee for better terms.

252. As explained above, the subject matter of the Purported Agreement is entirely favorable to World Mission New Jersey and Pastor Lee because it forces Plaintiff to preserve the secrets of World Mission New Jersey and Pastor Lee for Plaintiff's entire life without providing Plaintiff any compensation for carrying that burden.

253. As explained above, the parties to the Purported Agreement had unequal bargaining power, because Pastor Lee was the superior party of a confidential and fiduciary

relationship with Plaintiff.

254. As explained above, Pastor Lee had subjected Plaintiff to a condition of servitude for the benefit of Pastor Lee and World Mission New Jersey for six and a half years prior to Pastor Lee demanding that Plaintiff sign the Purported Agreement.

255. Also as explained above, the public has an interest in the subject matter of the Purported Agreement, because the public has an interest in protecting itself from the harm imposed by the illegal and wrongful conduct of Pastor Lee and Pastor Lee's agents.

256. Therefore, the Purported Agreement constitutes an adhesion contract, and is legally invalid and unenforceable.

COUNT 7

Procedural Unconscionability

257. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

258. The process by which Pastor Lee got Plaintiff to sign the Purported Agreement was unfair.

259. Pastor Lee demanded that Plaintiff sign the Purported Agreement without consulting with a lawyer, other clergy, family members, or any one else.

260. Pastor Lee led Plaintiff to believe that the Purported Agreement was not legally enforceable.

261. Pastor Lee told Plaintiff that if Plaintiff did not sign the Purported Agreement Pastor Lee would expel Plaintiff from World Mission New Jersey, and made Plaintiff believe that Plaintiff would burn in Hell for being expelled.

262. When Plaintiff nevertheless attempted to avoid signing the Purported Agreement, one

of Pastor Lee's agents noticed Plaintiff's resistance and demanded that Plaintiff sign it immediately.

263. Plaintiff was not given a copy of the Purported Agreement after he signed it.

264. Thus, the process by which the Purported Agreement was signed was procedurally unconscionable.

265. Therefore, the Purported Agreement is unenforceable.

COUNT 8

Substantive Unconscionability

266. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

267. The Purported Agreement has excessively disproportionate terms, in that it prohibits Plaintiff from disclosing any information relating to any aspect of World Mission to any person for any reason.

268. The Purported Agreement prohibits Plaintiff from discussing his seven-and-a-half-year experience in World Mission New Jersey with his lawyer, accountant, clergy, therapist, or spouse.

269. The Purported Agreement prohibits Plaintiff from discussing information that has already been made public through other sources who are not in violation of a confidentiality agreement.

270. The Purported Agreement prohibits Plaintiff from discussing information that World Mission New Jersey has no legitimate interest in keeping confidential.

271. The Purported Agreement binds Plaintiff for the rest of his life.

272. These terms are utterly oppressive and completely one-sided.

273. Thus, the terms of the Purported Agreement are substantively unconscionable.

274. Therefore, the Purported Agreement is unenforceable.

COUNT 9

Lack of Mental Competency

275. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

276. At the time that Plaintiff signed the Purported Agreement, Plaintiff was not mentally competent to contract.

277. At the time that Plaintiff signed the Purported Agreement, Plaintiff did not have the mental capacity to understand the nature and effect of what Plaintiff was doing.

278. While Plaintiff was a member of World Mission New Jersey, Pastor Lee indoctrinated Plaintiff to believe that the Apocalypse would come by the end of 2012.

279. In other words, Plaintiff was made to believe that the world would be coming to an end at the conclusion of 2012.

280. Pastor Lee further indoctrinated Plaintiff to believe that, as a member of World Mission New Jersey, Plaintiff would be transported into Heaven during the Apocalypse, after which Plaintiff would no longer be living in a human body on Earth.

281. This indoctrination caused Plaintiff to become psychotic and delusional, and unable to perceive reality accurately.

282. Leading up to 2012, Plaintiff organized his entire life around the belief that 2012 would be his last year on Earth.

283. During that time, Plaintiff had no comprehension or expectation that he would still be alive beyond 2012 to comply with the Purported Agreement, or with any other earthly responsibilities.

284. Thus, when Pastor Lee demanded that Plaintiff sign the Purported Agreement on

January 1, 2012, Plaintiff understood that the Purported Agreement was intended to be used as a stopgap measure to keep negative information about World Mission off of the Internet for one more year until the world ended.

285. Plaintiff had no meaningful understanding that the world might still exist, and that Plaintiff might still be alive, beyond the year 2012.
286. Thus, Plaintiff had no mental capacity to understand that when he signed the Purported Agreement, he was actually signing a legally binding contract that would limit his free speech for the rest of his life.
287. Pastor Lee understood that Plaintiff did not have the mental capacity to enter into a contract, which is why Pastor Lee did not afford Plaintiff more than a few minutes to think about signing the Purported Agreement before demanding that it be signed.
288. That is also why Pastor Lee did not afford Plaintiff an opportunity to consult with an attorney prior to demanding that Plaintiff sign the Purported Agreement.
289. Pastor Lee understood that if Plaintiff took time to think about the Purported Agreement, or to consult with an attorney, that the indoctrination which was inducing Plaintiff's psychotic state of mind might start to wear off, causing Plaintiff to regain his mental capacity and realize that it would not be in Plaintiff's interest to sign the Purported Agreement.
290. Moreover, as explained above, the Purported Agreement is unconscionable and reflects an effort by Pastor Lee to take advantage of the confidential and fiduciary relationship that existed between Pastor Lee and Plaintiff.
291. Because Plaintiff was not mentally competent to contract when he signed the Purported Agreement, the Purported Agreement is legally invalid and unenforceable.

COUNT 10**Lack of Consideration**

292. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

293. The Purported Agreement does not contemplate that Plaintiff has received or will receive any valuable consideration in exchange for his promise to preserve World Mission New Jersey's confidentiality.

294. Without valid consideration, the Purported Agreement constitutes nothing more than a "spiritual promise", not a legally enforceable contract.

COUNT 11**Waiver**

295. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.

296. At the time that Plaintiff signed the Purported Agreement, Pastor Lee represented to Plaintiff that Pastor Lee did not consider the Purported Agreement to be legally enforceable.

297. Thus, World Mission New Jersey voluntarily and knowingly gave up its right to insist on Plaintiff's performance of the Purported Agreement.

298. Moreover, World Mission New Jersey refused to provide Plaintiff with a copy of the Purported Agreement, further indicating that World Mission New Jersey had voluntarily and knowingly given up its right to insist on Plaintiff's performance of the Purported Agreement.

299. World Mission New Jersey also prevented Plaintiff from taking any steps that would ensure the legality and enforceability of the Purported Agreement, such as affording Plaintiff more than a few minutes to think about whether he wanted to sign the

Purported Agreement, or affording Plaintiff an opportunity to consult with a lawyer prior to signing the Purported Agreement.

300. Such conduct further indicates that World Mission New Jersey had voluntarily and knowingly given up its right to insist on Plaintiff's performance of the Purported Agreement.
301. Then, in January 2013, Plaintiff informed Mr. Lozada that Plaintiff intended to talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.
302. When Plaintiff reminded Mr. Lozada that the Purported Agreement was unenforceable, Mr. Lozada made no attempt to correct Plaintiff's understanding.
303. Later in January 2013, Plaintiff informed Pastor Lee that Plaintiff intended to talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.
304. Pastor Lee made no mention of the Purported Agreement at that time.
305. Over the next few years, Plaintiff did in fact talk to people outside of World Mission New Jersey about World Mission New Jersey and Plaintiff's experiences therein.
306. Many of those communications between Plaintiff and people outside of World Mission New Jersey took place with Pastor Lee's knowledge.
307. Nevertheless, Pastor Lee made no formal attempt to enforce the Purported Agreement.
308. Pastor Lee did not even formally serve Plaintiff with a copy of the Purported Agreement until September 28, 2016.
309. Thus, World Mission New Jersey voluntarily and knowingly gave up its right to insist

on Plaintiff's performance of the Purported Agreement.

COUNT 12

Church Autonomy Doctrine

310. The Plaintiff incorporates by reference each allegation from the preceding paragraphs.
311. The Purported Agreement states that confidential information is being exchanged between World Mission New Jersey and Plaintiff "for the purpose of spiritual or personal understanding."
312. Such an agreement is unenforceable in a court of law because determination of the meaning of the phrase "spiritual or personal understanding" would violate the church autonomy doctrine, which prohibits a court from adjudicating the meaning of religious terms.
313. This Court cannot determine what it means for information to be used for "spiritual or personal understanding" without taking a religious position which the church autonomy doctrine prohibits this Court from taking.
314. There are no "secular terms" for analyzing the phrase "spiritual and personal understanding."
315. Thus, the Purported Agreement is unenforceable.

DEMAND FOR RELIEF

WHEREFORE, the Plaintiff demands judgment be entered for:

- 1) a declaration, pursuant to the Uniform Declaratory Judgments Law, N.J.S.A. § 2A:16-50, et. seq., in particular N.J.S.A. § 2A:16-53, declaring that the Purported Agreement is null and void and unenforceable, and has been so since January 1, 2012, as if it had never existed;

- 2) reasonable costs of suit to the extent permitted by law;
- 3) reasonable attorney's fees, if incurred, to the extent permitted by law;
- 4) reasonable pre-and post-judgment interest on all monetary awards, if any, to the extent permitted by law; and
- 5) any additional relief that this Court determines is proper.

JURY DEMAND

The Plaintiff demands trial by jury to the extent that any issues be deemed triable, either by consent or as a matter of law.

RULE 4:5-1(b)(2) CERTIFICATION

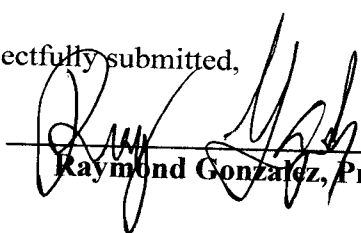
I certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and no other action or arbitration proceeding is contemplated.

RULE 4:5-1(b)(3) CERTIFICATION

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).

Respectfully submitted,

BY:


Raymond Gonzalez, Pro Se

DATED: December 22, 2017

EXHIBIT 1

65

Confidentiality Agreement

This Confidentiality Agreement, referred to in this document hereafter as the "Agreement" is between the World Mission Society Church of God, a federally recognized 501(c)3, including but not limited to include a branch located at 305 Godwin Ave in Ridgewood, New Jersey, referred to hereafter in this document as the "Church" and Raymond Gonzalez residing at 156 Diamond Bridge rd, Apt 4, Hawthorne, NJ 07506 referred to hereafter in this document as the "Member".

It is recognized that it may be necessary or desirable to exchange confidential information between Church and Member for the purpose of spiritual or personal understanding. It is also agreed that both the Member and the Church will not record any of the aforementioned exchanges between the Church and Member or by the Member while in/at the Church. The aforementioned recognition, purpose, and agreement not to record shall be referred to as the "Purpose" within this document.

1. Except as otherwise provided in this Agreement, all information disclosed by Church to the Member is Confidential Information, and (1) shall remain the exclusive property of Church, (2) shall be used by the Member only for the Purpose set forth above, (3) shall be protected by the Member and, (4) all confidential information acquired by the Member during mutual membership with Church shall not be disclosed to any third party for any purpose nor transmitted by any means.

2. Confidential Information shall constitute all information concerning Church (whether prepared by Church, its representatives, members or others), whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished and includes, without limitation, any:

(i) Teachings which are recognized to be exclusive to the Church, Bible studies within the Church, practices of the Church, beliefs and/or doctrine of the Church.

(ii) Books published by Melchizedek Publishing, Elohist Magazines, New Song Books, Sermon Books or any other information or publication prepared by the Church through any means of transmission.

(iii) Information from counseling sessions, member's issues or other personal matter that may require confidentiality.

(iv) Notes or recordings taken by Member in any indoor or outdoor service or event.

3. Except as specifically authorized by Church in writing, the Member shall not reproduce, use, distribute, disclose or otherwise disseminate the Confidential Information and shall not take any action causing, or fail to take any action necessary to prevent, any Confidential Information disclosed to the Member pursuant to this Agreement to lose its character as Confidential Information. Upon termination of this Agreement or upon request by Church, the Member shall promptly deliver to Church all Confidential Information and all embodiments thereof then in its

custody, control or possession and shall deliver within 5 working days after such termination or after a written statement from Church certifying to such action.

4. The Member agrees that access to Confidential Information will be limited to those who have been authorized and designated by Church.

5. The Member's duty to protect the Confidential Information pursuant to the Agreement extends both during the term of this Agreement (including any extension or renewal thereof) and after its expiration or termination.

6. Any Confidential Information provided to the Member shall be used only in furtherance of the Purpose described in this Agreement, and shall be, upon request at any time, returned to the Church. If the Member loses or makes unauthorized disclosure of Confidential Information it shall notify Church immediately and take all steps necessary to retrieve the lost or improperly disclosed Confidential Information.

7. The standard of care for protecting Confidential Information imposed on the Member will be that degree of care the Member uses to prevent disclosure, publication or dissemination of its own Confidential Information, but no less than reasonable care.

8. This Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior to contemporaneous oral or written understandings or agreements regarding the issue. This Agreement shall not be modified or amended, except in a written instrument executed by the parties.

9. The effective date of this Agreement shall be the date upon which the last signatory below executes this Agreement.

10. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

11. This Agreement shall be binding upon the successors and assignees of the parties hereto:

Raunold Gonzalez
Member (print)

VICTOR LOZADA
Church (print)

Raunold Gonzalez 1/1/2012
Signature Date

Victor Lozada 1/1/2012
Signature Date