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*Counsel for Plaintiffs*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**CHRISTOPHER QUICK and  
LORETTA QUICK,**

Plaintiffs,

v.

**TOWNSHIP OF BERNARDS,  
TOWNSHIP OF BERNARDS  
TOWNSHIP COMMITTEE, and  
TOWNSHIP OF BERNARDS  
PLANNING BOARD,**

Defendants.

Hon. \_\_\_\_\_

Civil No. \_\_\_\_\_

**COMPLAINT AND  
DEMAND FOR JURY TRIAL  
AS WELL AS DECLARATORY  
AND INJUNCTIVE RELIEF  
AND DAMAGES**  
[Civil Rights Action under  
42 U.S.C. § 1983]

## **LOCAL CIVIL RULE 10.1 STATEMENT OF PARTY ADDRESSES**

The address of Plaintiffs Christopher and Loretta Quick (collectively, “Plaintiffs”) is P.O. Box 25, 114 Church Street, Liberty Corner, New Jersey 07938. Defendants Township of Bernards, Township of Bernards Township Committee, and Township of Bernards Planning Board (collectively, “Defendants”) have a common business address of 1 Collyer Lane, Basking Ridge, New Jersey 07920.

## **COMPLAINT**

Plaintiffs Christopher Quick and Loretta Quick, by and through undersigned counsel, bring this Complaint against the above-named Defendants and, in support thereof, allege the following upon information and belief:

## **INTRODUCTION**

1. This is a civil rights action to vindicate fundamental freedoms protected by the United States Constitution. By approving, implementing, and enforcing a “Settlement Agreement” entered into in another lawsuit, *The Islamic Society of Basking Ridge and Mohammed Ali Chaudry v. Township of Bernards et al.*, Case No. 3:16-cv-01369-MAS-LHG (D.N.J.), Defendants are depriving Plaintiffs of their right to engage in constitutionally protected speech at an upcoming public hearing. More specifically, the Settlement Agreement forbids any commentary regarding Islam or Muslims at a public hearing that is specially set to consider the construction of a mosque in Bernards Township, New Jersey. Such action by Defendants is

unconstitutional in multiple respects: (1) it suppresses speech based on its content; (2) it constitutes a prior restraint on protected speech; (3) it deprives Plaintiffs of procedural due process; and (4) it violates the Establishment Clause by preferring Islam over other religions. Therefore, pursuant to the First and Fourteenth Amendments to Constitution and 42 U.S.C. § 1983, Plaintiffs are entitled to relief from Defendants' unconstitutional actions.

2. The First Amendment provides, in part, that "Congress shall make no law . . . abridging the freedom of speech[.]" U.S. Const. amend. I. The First Amendment's protection of free speech, made applicable to the states through the Fourteenth Amendment, extends to a broad range of speech and expressive conduct.

3. Speech on political issues rests on the highest rung of the hierarchy of First Amendment protections.

4. Defendants, through their approval of the Settlement Agreement, have put in place a prior restraint on speech that bans citizens from engaging in free speech at a public hearing on political matters because of the content of the message the speakers seek to convey. The Settlement Agreement further allows Defendants to forbid speech with which they or others disagree in an arbitrary manner.

5. The Settlement Agreement thereby chills Plaintiffs' speech and deprives Plaintiffs of the right to engage in speech and expressive activities protected by the First and Fourteenth Amendments to the United States Constitution. Because

of Defendants' actions, Plaintiffs have each decided to not speak at the upcoming public hearing regarding construction of the Islamic mosque (which would be located within 200 feet of their residence), despite a strong a desire by Plaintiffs to have their government consider the impact of this project on their home and neighborhood.

6. Furthermore, the First Amendment provides, in part, that "Congress shall make no law respecting an establishment of religion[.]" U.S. Const. amend. I. The First Amendment's Establishment Clause has been made applicable to the states through the Fourteenth Amendment.

7. By approving a Settlement Agreement that forbids any commentary on Islam and Muslims at a public hearing, Defendants have shown preference for Islam and Muslims over other religions.

8. The loss of First Amendment freedoms for even minimal periods of time unquestionably constitutes irreparable injury. *Elrod v. Burns*, 427 U.S. 347, 373 (1976). Accordingly, Plaintiffs seek, *inter alia*, the following relief: a declaration that Defendants are violating and threaten to further violate Plaintiffs' clearly-established and fundamental constitutional rights, as set forth in this Complaint; a declaration that the Settlement Agreement is unconstitutional on its face; preliminary and permanent injunctions precluding Defendants and others from enforcing the terms of the Settlement Agreement; and damages, nominal and

otherwise, for the harm caused by Defendants. Plaintiffs also seek an award of reasonable costs of this litigation, including attorneys' fees, costs, and expenses, pursuant to 42 U.S.C. § 1988 and other applicable laws.

### **JURISDICTION AND VENUE**

9. This Court has jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. §§ 1331 and 1343 as well as 42 U.S.C. § 1983. The Court has jurisdiction over Plaintiffs' request for declaratory and injunctive relief pursuant to 28 U.S.C. §§ 2201 and 2202, Rules 57 and 65 of the Federal Rules of Civil Procedure, and the inherent legal and equitable powers of this Court.

10. Venue is properly laid in the United States District Court for the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(1) because each defendant resides in this district as well as the State of New Jersey. Venue is also properly laid in the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this district.

### **PLAINTIFFS**

11. Plaintiff Loretta Quick is an adult resident of Bernards Township, New Jersey, who resides within 200 feet of a proposed mosque site within Bernards Township. Despite her desire to do so, Plaintiff Loretta Quick is foreclosed by the terms of the Settlement Agreement from making any commentary regarding Islam or Muslims at a public hearing being held in Bernards Township that specifically

addresses an Islamic mosque being built within 200 feet of her home. Plaintiff Loretta Quick has standing to bring the instant action.

12. Plaintiff Christopher Quick is an adult resident of Bernards Township, New Jersey, who resides within 200 feet of a proposed mosque site within Bernards Township. Despite his desire to do so, Plaintiff Christopher Quick is foreclosed by the terms of the Settlement Agreement from making any commentary regarding Islam or Muslims at a public hearing being held in Bernards Township that specifically addresses an Islamic mosque being built within 200 feet of his home. Plaintiff Christopher Quick has standing to bring the instant action.

### **DEFENDANTS**

13. Defendant Township of Bernards (“Township”) is a municipal entity organized under the laws of the State of New Jersey. It is a municipal corporation with the legal ability to sue and be sued.

14. Defendant Township of Bernards Township Committee (“Committee”) is the governing body of Defendant Township. It is an entity legally capable of suing and being sued.

15. Defendant Township of Bernards Planning Board (“Planning Board”) is a governmental board of Defendant Township with various responsibilities, including preparing and adopting a Township Master Plan, considering variances, and reviewing land use development, subdivisions, site plans, planned development,

and conditional uses. It also reviews and recommends revisions to land use ordinances. It is an entity legally capable of suing and being sued.

16. Defendants Township, Committee, and Planning Board (collectively, “Defendants”) were responsible for entering into and approving the Settlement Agreement described in this Complaint.

17. Defendants are responsible for enforcing the laws of the State of New Jersey, including the terms of the Settlement Agreement set forth in this Complaint.

18. The Settlement Agreement and its enforcement are the moving forces behind the actions that deprive Plaintiffs of their fundamental and clearly-established constitutional rights, as set forth in this Complaint.

19. Defendants are responsible for creating, adopting, approving, ratifying, and enforcing the rules, regulations, ordinances, laws, statutes, policies, practices, procedures, and/or customs of the Township, as set forth in this Complaint. Furthermore, Defendants have each expressly adopted and ratified as their own the deprivations of Plaintiffs’ constitutional rights described herein.

20. Each of the Defendants is an entity capable of being sued pursuant to 42 U.S.C. § 1983.

## STATEMENT OF FACTS

21. On April 20, 2012, the Islamic Society of Basking Ridge (“ISBR”) submitted to Defendant Planning Board an application for approval (“Application”) to build a mosque at 124 Church Street, Bernards Township, New Jersey.

22. The Planning Board held 39 public hearings, at which it received citizen commentary in relation to the Application; citizen commentary at these public hearings was not restricted based on its content.

23. On December 8, 2015, the Planning Board voted to deny the Application in its entirety.

24. On January 19, 2016, the Planning Board voted to adopt a written resolution denying the Application in its entirety.

25. On March 10, 2016, ISBR and Mohammad Ali Chaudry filed a federal lawsuit against the Township, the Committee, the Planning Board, and others challenging the Planning Board’s denial of the Application; the Township, the Committee, and the Planning Board denied all liability arising from involvement in denying the Application.

26. On May 23, 2017, each of the Defendants named in the instant suit expressly entered into the Settlement Agreement to settle the ongoing litigation between themselves and ISBR and Mohammad Ali Chaudry related to the denial of the Application.



27. The Settlement Agreement provides that, within twenty-five days of its effective date, ISBR will submit to Township officials a “Site Plan” for construction of a mosque and accompanying utility and architectural plans.

28. After ISBR submits the Site Plan to the Township, the Township has twenty days to review it; the Township, however, must provide any comments regarding the Site Plan to ISBR on or before the tenth day of this twenty-day period.

29. Within ten days after the twenty-day review period, ISBR must submit a final Site Plan to the Planning Board, which must then conduct a subsequent public hearing, called a “Special Meeting,” to approve the Site Plan.

30. Defendants and ISBR have agreed to waive a Township rule related to the notice requirements for submission of the Site Plan prior to holding the Special Hearing and have also agreed to hold the Special Meeting within only fifteen days of it being submitted to the Planning Board.

31. Defendants and ISBR have agreed that the Special Meeting shall not extend beyond one hearing, and Defendants are required to deliberate and vote on the Site Plan within the course of this single hearing.

32. Pursuant to the Settlement Agreement, ten days prior to holding the Special Meeting, it is the private-party ISBR—and not the public Defendants—who are required to provide notice to the public of the Special Meeting, including notice

by certified mail to any owner, referred to as an “Interested Party,” of real property within 200 feet in all directions of the proposed mosque site.

33. Plaintiff Loretta Quick is an Interested Party, who resides within 200 feet of 124 Church Street, Bernards Township, New Jersey.

34. Plaintiff Christopher Quick is an Interested Party, who resides within 200 feet of 124 Church Street, Bernards Township, New Jersey.

35. Pursuant to the Settlement Agreement, Interested Parties have the right to provide sworn comments and to cross-examine witnesses regarding the Site Plan at the Special Meeting.

36. Nevertheless, the Settlement Agreement commands that, at the Special Meeting—which is being held specifically to discuss the construction of an Islamic mosque within 200 feet of Plaintiffs’ home—“*[n]o commentary regarding Islam or Muslims will be permitted.*”

37. In the Settlement Agreement, Defendants have censored Plaintiffs’ speech due to its content and have thereby placed unconstitutional restrictions on Plaintiffs’ First Amendment freedoms with the blanket proscription that “*[n]o commentary regarding Islam or Muslims will be permitted*” at a public hearing related to the construction of an *Islamic mosque attended by Muslims* within 200 feet of Plaintiffs’ home.

38. Plaintiffs' commentary related to Islam and Muslims—which would address proposed modifications to township zoning ordinances and procedures at public hearings specifically held before public officials to receive public comment on said zoning ordinances and procedures—constitutes speech on public issues and political matters and is therefore fiercely guarded by the First Amendment.

39. Islam requires Muslims to pray five times a day. During prayer, worshippers must face in the direction of Mecca, Saudi Arabia, the holiest site in the Islamic faith. The Friday afternoon prayer service, referred to as *Jumma*, is the most important service of the week. Muslims also engage in various other special prayers, such as evening prayers during the Islamic holy month of Ramadan, prayers on Islamic holidays, and funeral prayers. All of these factors, unique to Islam, affect the land use of the proposed mosque and affect the citizens of Bernards Township, including Plaintiffs, and are therefore highly germane to the issues to be presented to the Planning Board.

40. Traffic density on Church Street in Bernards Township is different on Friday afternoons during the workweek than it is on the traditional day of Christian worship—Sunday.

41. The amount of use given to a building—for instance comparing a non-Muslim prayer service held on only one day of the week versus Islamic prayer services conducted five times a day, seven days a week—is relevant to the design of

a building and the infrastructure supporting and surrounding that building, especially when it is being placed by means of a revision to local zoning laws within a residential neighborhood.

42. The design of a building and infrastructure supporting and surrounding the building, in light of its intended uses, is a relevant concern to be discussed at a public planning board meeting held specifically to consider said building and infrastructure.

43. The density of the population of people using the mosque, i.e. Muslims, is a relevant concern to be discussed at a public planning board meeting regarding said mosque.

44. Plaintiffs have a present and future desire to give commentary and cross-examine witnesses at the Special Meeting regarding the impact that the proposed Islamic mosque and Islamic worship practices will have on their homes and neighborhood, including but not limited to: general zoning issues, daily traffic control patterns, road construction, ordinance enforcement, water and sewage management, neighborhood aesthetics, and parking management. All of these matters are addressed by the Settlement Agreement and will be the subject of commentary and testimony at the Special Meeting.

45. Despite their desire to speak at the Special Meeting regarding the construction of the Islamic mosque and relevant Muslim worship practices (among

other factors related to the impact on their home), Plaintiffs are foreclosed from doing so by the Settlement Agreement based solely upon the content of their speech.

46. In the complaint that gave rise to the Settlement Agreement challenged in the instant case, ISBR made reference to Christians, Christianity, or Christian churches 24 times. Similarly, ISBR made reference to the Jewish religion, Jewish people, or Jewish places of worship on 11 occasions in its Complaint. By the terms of the Settlement Agreement, ISBR is permitted to make statements concerning Christians, Jews, and their respective places of worship. Defendants have only prohibited comments concerning Islam and Muslims.

47. Enforcement of the Settlement Agreement by Defendants constitutes a means of suppressing speech from Plaintiffs and others that they find undesirable based upon the content of that speech and prefers speech related to the religion of Islam over other religions; accordingly, the language of the Settlement Agreement violates Plaintiffs' right to free speech.

48. Plaintiffs have a desire and intention to engage in relevant commentary regarding Islam and Muslims but will refrain from doing so out of fear they will suffer adverse legal consequences at the Special Meeting stemming from Defendants' enforcement of the terms of the Settlement Agreement.

49. Furthermore, the Settlement Agreement does not have a secular purpose in forbidding commentary related to Islam and Muslims during a public

hearing on the construction of an Islamic mosque, which will be regularly attended by Muslims and will exist in variance of zoning ordinances in a residential neighborhood and within 200 feet of Plaintiffs' home.

50. The Settlement Agreement advances and favors the religion of Islam by forbidding commentary related to Islam and Muslims during a public hearing on the construction of an Islamic mosque, which will be regularly attended by Muslims and will exist in variance of zoning ordinances in a residential neighborhood and within 200 feet of Plaintiffs' home. In contrast, the Settlement Agreement does not prohibit commentary relating to other religions, and ISBR has previously discussed the Jewish religion, Jewish people, and Jewish places of worship as well as the Christian religion, Christians, and Christian places of worship. Thus, while Defendants prohibit Plaintiffs from making any commentary regarding Muslims and Islam, they do not prohibit commentary by ISBR or others about Christians, Jews, or other religions.

51. The Settlement Agreement results in excessive government entanglement with religion because its enforcement requires persons acting under color of state law to prohibit any commentary arbitrarily determined to be related to Islam and Muslims during a public hearing on the construction of an Islamic mosque (while at the same time permitting speech about other faiths).

52. Plaintiffs have no plain, adequate, or complete remedy at law to redress the foregoing violations of their constitutional rights and liberty interests, and this suit is their only means of securing complete and adequate relief. No other remedies would offer Plaintiffs substantial and complete protection from Defendants' unlawful Settlement Agreement, policies, and practices.

53. Each of the Defendants is responsible for the creation, adoption, and enforcement of the Settlement Agreement. The Settlement Agreement alleged herein is enforced and/or enforceable by Defendants under the color and pretense of the laws, statutes, and policies of the State of New Jersey.

54. The fact that certain commentary may be offensive to some recipients does not deprive speech activities of constitutional protection.

55. Defendants' enforcement of the Settlement Agreement chills, deters, and forbids the exercise of fundamental and clearly-established constitutional rights by Plaintiffs. As a direct and proximate result of the unconstitutional actions of Defendants described in this Complaint, Plaintiffs have been injured through the loss of their constitutional rights and in other respects to be proven at trial of this matter.

**FIRST CAUSE OF ACTION**  
**(First Amendment – Content Based Speech Restriction)**

56. Plaintiffs incorporate by reference herein paragraphs 1 - 55.

57. The Settlement Agreement contains a content-based restriction on speech.

58. Defendants will consider the content of speech when determining a violation of the Settlement Agreement during commentary at the subject public hearing.

59. The Settlement Agreement does not serve a compelling governmental interest.

60. The Settlement Agreement is not the least restrictive means of achieving any of Defendants' possible interests.

61. The Settlement Agreement, on its face, is an unconstitutional abridgement of Plaintiffs' affirmative right to free speech, as secured by the First and Fourteenth Amendments to the United States Constitution.

62. The Settlement Agreement forecloses commentary based on the content of Plaintiffs' speech and thereby chills and deprives Plaintiffs of their right to free speech.

63. Thus, Plaintiffs are suffering irreparable harm to their First Amendment rights.

64. Because of the Settlement Agreement—created, adopted, and enforced under color of state law—Defendants have deprived and continue to deprive Plaintiffs of their right to engage in speech activities in violation of the Free Speech Clause of the First Amendment, as applied to the States and their political



subdivisions by the Fourteenth Amendment to the United States Constitution and made enforceable by 42 U.S.C. § 1983.

65. As a direct and proximate result of Defendants' violation of the Free Speech Clause of the First Amendment, Plaintiffs have suffered—and will reasonably suffer in the future—irreparable harm, including the loss of their constitutional rights, thereby entitling them to declaratory and injunctive relief and damages.

**SECOND CAUSE OF ACTION  
(First Amendment – Prior Restraint on Speech)**

66. Plaintiffs incorporate by reference herein paragraphs 1 - 65.

67. The Settlement Agreement prohibits Plaintiffs from making any “commentary regarding Islam or Muslims.”

68. The Settlement Agreement forecloses Plaintiffs' ability to communicate with their government and their fellow citizens regarding their specific and relevant concerns related to a proposed Islamic mosque being built within 200 feet of their home. The subject of speech being foreclosed is core political speech, to which the First Amendment affords its highest protections.

69. The Settlement Agreement does not leave open ample alternative avenues of communication.

70. The Settlement Agreement does not serve a compelling governmental interest.

71. The Settlement Agreement is not the least restrictive means of achieving any of Defendants' possible interests.

72. The Settlement Agreement, on its face, is an unconstitutional abridgement of Plaintiffs' affirmative right to be free from an impermissible prior restraint on protected speech in violation of the Free Speech Clause of the First Amendment, as applied to the States and their political subdivisions by the Fourteenth Amendment to the United States Constitution and made enforceable by 42 U.S.C. § 1983.

73. The existence and threatened enforcement of the Settlement Agreement chills and deprives Plaintiffs of their right to free speech.

74. As a direct and proximate result of Defendants' violation of the Free Speech Clause of the First Amendment, Plaintiffs have suffered—and will reasonably suffer in the future—irreparable harm, including the loss of their constitutional rights, thereby entitling them to declaratory and injunctive relief and damages.

**THIRD CAUSE OF ACTION**  
**(Fourteenth Amendment – Due Process)**

75. Plaintiffs incorporate by reference herein paragraphs 1 - 74.

76. The Settlement Agreement expressly forbids Plaintiffs from making any commentary regarding Islam or Muslims at a public meeting.

77. By forbidding Plaintiffs from commenting on Islam and Muslims, the Defendants have impermissibly burdened Plaintiffs' ability to express themselves, obtain information, and participate in the political process, thereby violating the First Amendment.

78. By entering into a Settlement Agreement that creates an unlawful deprivation of rights and by issuing content-based prior restraint gag orders against its citizens, Defendants have deprived Plaintiffs of their rights without notice or a meaningful opportunity to be heard in contravention of the Fourteenth Amendment's guarantee of procedural due process, which is subject to redress under 42 U.S.C. § 1983.

79. As a direct and proximate result of Defendants' violation of the Fourteenth Amendment's guarantee of procedural due process, Plaintiffs have suffered—and will reasonably suffer in the future—irreparable harm, including the loss of their constitutional rights, thereby entitling them to declaratory and injunctive relief and damages.

**FOURTH CLAIM FOR RELIEF**  
**(First Amendment – Establishment Clause)**

80. Plaintiffs incorporate by reference herein paragraphs 1 - 79.

81. Defendants' acts, policies, practices, procedures, and/or customs in implementing the Settlement Agreement, which impermissibly endorses and advances the Islamic religion, violates the Establishment Clause of the First

Amendment to the United States Constitution, depriving Plaintiffs of rights guaranteed under the First Amendment to the United States Constitution, as applied to the states and their political subdivisions through the Fourteenth Amendment and made enforceable by 42 U.S.C. § 1983.

82. Defendants, acting pursuant to Bernards Township's training, supervision, policies, practices, customs, and/or procedures, forbid Plaintiffs from commenting on Islam and Muslims during public hearings regarding the construction of an Islamic mosque, thereby impermissibly endorsing and favoring Islam over other religions in violation of the Establishment Clause. Furthermore, Defendants have each ratified and adopted as their own the above-described acts that constitute violation of the Establishment Clause.

83. No religion other than Islam is protected by Defendants under the Settlement Agreement. For example, speakers at the hearing are free, under the settlement agreement, to disparage, criticize, and otherwise comment on Christianity, Judaism, Buddhism, Hinduism, or any other religion—except Islam.

84. Defendants are violating the Establishment Clause by conveying the message through the Settlement Agreement that Islam is favored or preferred over any other religion or non-religion.

85. As a direct and proximate result of Defendants' violation of the First Amendment's Establishment Clause, Plaintiffs have suffered—and will reasonably

suffer in the future—irreparable harm, including the loss of their constitutional rights, thereby entitling them to declaratory and injunctive relief and damages.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully ask that the Court:

- a. Assume jurisdiction over this action;
- b. Grant a trial by jury on all issues so triable;
- c. Declare that each of the Defendants is violating and threatens to further violate Plaintiffs' clearly-established and fundamental constitutional rights, as set forth in this Complaint;
- d. Declare that the Settlement Agreement is unconstitutional on its face;
- e. Enter a preliminary injunction as soon as practicable enjoining Defendants (and the other entities and persons set forth in Federal Rule of Civil Procedure 65(d)(2)) from enforcing the Settlement Agreement;
- f. Enter a permanent injunction enjoining Defendants (and the other entities and persons set forth in Federal Rule of Civil Procedure 65(d)(2)) from enforcing the Settlement Agreement;
- g. Award Plaintiffs damages, nominal and otherwise, against Defendants for each of the claims set forth in this Complaint;
- h. Award Plaintiffs their reasonable attorneys' fees, costs, and expenses pursuant to 42 U.S.C. § 1988 and as otherwise provided by law; and

- i. Grant such other and further relief as the Court finds just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury on all issues triable as of right by a jury.

Date: July 31, 2017

Respectfully submitted,

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