

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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SYED FARHAJ HASSAN; THE COUNCIL OF IMAMS
IN NEW JERSEY; MUSLIM STUDENTS
ASSOCIATION OF THE U.S. AND CANADA, INC.;
ALL BODY SHOP INSIDE & OUTSIDE; UNITY BEEF
SAUSAGE COMPANY; MUSLIM FOUNDATION INC.;
MOIZ MOHAMMED; JANE DOE; SOOFIA TAHIR;
ZAIMAH ABDUR-RAHIM; and ABDUL-HAKIM
ABDULLAH,

12 CV 3401 (WJM)(MF)

**ANSWER OF DEFENDANT
CITY OF NEW YORK**

JURY TRIAL DEMANDED

Plaintiffs,

-against-

THE CITY OF NEW YORK,

Defendant.

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Defendant the City of New York (“City”), by its attorney, Zachary W. Carter, as and for an answer to plaintiffs’ First Amended Complaint (“complaint”), respectfully alleges, upon information and belief, as follows:

1. Denies the allegations set forth in paragraph "1" of the complaint, except admits that plaintiffs purport to bring a civil rights action and seek the relief as stated therein.
2. Denies the allegations set forth in paragraph "2" of the complaint.
3. Denies the allegations set forth in paragraph "3" of the complaint, and respectfully refers the Court to the documents referenced therein for their contents. For the purposes of this answer, defendants apply the common definition to plaintiffs’ use of the terms “surveil” or “surveillance” as set forth in Merriman-Webster, which defines surveillance as a “close watch kept over someone or something.”
4. Denies the allegations set forth in paragraph "4" of the complaint.

5. Denies the allegations set forth in paragraph "5" of the complaint, and respectfully refers the Court to the document referenced therein for its contents.

6. Denies the allegations set forth in paragraph "6" of the complaint.

7. Denies the allegations set forth in paragraph "7" of the complaint.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph "8" of the complaint.

9. Denies the allegations set forth in paragraph "9" of the complaint, except admit that plaintiffs purport to invoke the jurisdiction of the Court as stated therein.

10. Denies the allegations set forth in paragraph "10" of the complaint, except admit that plaintiffs purport to lay venue as stated therein.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph "11" of the complaint.

12. Denies the allegations set forth in paragraph "12" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations related to Hassan's worship and mosque attendance, and respectfully refers the Court to the document referenced therein for its contents.

13. Denies the allegations set forth in paragraph "13" of the complaint.

14. Denies the allegations set forth in paragraph "14" of the complaint, except denies knowledge or information sufficient to form a belief as to CINJ's incorporation, place of business, formation, purpose, or organization and respectfully refers the Court to the document referenced therein for its contents.

15. Denies the allegations set forth in paragraph "15" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegation that

Masjid Al-Haqq and Masjid Ali K. Muslim have been part of the Newark community for thirty and over forty years, respectively.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph "16" of the complaint.

17. Denies the allegations set forth in paragraph "17" of the complaint.

18. Denies the allegations set forth in paragraph "18" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding All Body Shop's Inside & Outside's incorporation, address, founding, or owners and respectfully refers the Court to the document referenced therein for its contents.

19. Denies the allegations set forth in paragraph "19" of the complaint, and respectfully refers the Court to the document referenced therein for its contents.

20. Denies the allegations set forth in paragraph "20" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding Unity Beef Sausage Company's ("Unity") incorporation, address, operation, founding, or ownership, and respectfully refers the Court to the document referenced therein for its contents.

21. Denies the allegations set forth in paragraph "21" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations that Unity's regular customers have not been coming to the store, that customers have called and told the owner they are no longer comfortable visiting the store, or the store owner's fears.

22. Denies the allegations set forth in paragraph "22" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations

regarding MFI's incorporation, operation or congregation, and respectfully refers the Court to the document referenced therein for its contents.

23. Denies the allegations set forth in paragraph "23" of the complaint.

24. Denies the allegations set forth in paragraph "24" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding Moiz Mohammed's residence and student status, and respectfully refers the Court to the document referenced therein for its contents.

25. Denies the allegations set forth in paragraph "25" of the complaint.

26. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph "26" of the complaint.

27. Denies the allegations set forth in paragraph "27" of the complaint.

28. Denies knowledge or information sufficient to form a belief as to the allegations set forth in paragraph "28" of the complaint.

29. Denies the allegations set forth in paragraph "29" of the complaint.

30. Denies the allegations set forth in paragraph "30" of the complaint.

31. Denies the allegations set forth in paragraph "31" of the complaint, except denies knowledge or information sufficient to form a belief as to the allegations regarding Abdur-Rahim's residence and employment, and respectfully refers the Court to the document referenced therein for its contents.

32. Denies the allegations set forth in paragraph "32" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding Abdur-Rahim's residence or current or prior employment, and respectfully refers the Court to the document referenced therein for its' contents.

33. Denies the allegations set forth in paragraph "33" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding Abdur-Rahim's concerns or religious tenets.

34. Denies the allegations set forth in paragraph "34" of the complaint, except denies knowledge or information sufficient as to form a belief as to the truth of the allegations regarding Abdullah's marital status, home ownership, or board membership.

35. Denies the allegations set forth in paragraph "35" of the complaint, except admits that the City of New York is a municipal corporation authorized under the laws of the State of New York and that the City maintains a police department, and respectfully refers the Court to the NYC Charter and Administrative Code for a recitation of the City's functions.

36. Denies the allegations set forth in paragraph "36" of the complaint.

37. Denies the allegations set forth in paragraph "37" of the complaint.

38. Denies the allegations set forth in paragraph "38" of the complaint, except admits only that the NYPD created documents containing maps of the City of Newark, and respectfully refers the Court to the documents referenced therein for their contents.

39. Denies the allegations set forth in paragraph "39" of the complaint, and denies that the NYPD conducts surveillance or investigations based on religion.

40. Denies the allegations set forth in paragraph "40" of the complaint.

41. Denies the allegations set forth in paragraph "41" of the complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding the world's Muslim population.

42. Denies the allegations set forth in paragraph "42" of the complaint.

43. The allegations set forth in paragraph "43" of the complaint are not averments of fact that require a response, and respectfully refers the Court to the document referenced therein for its contents.

44. Denies the allegations set forth in paragraph "44" of the complaint, and respectfully refers the Court to the document referenced therein for its contents.

45. Denies the allegations set forth in paragraph "45" of the complaint.

46. Denies the allegations set forth in paragraph "46" of the complaint, except admits that the NYPD utilizes cameras, among other investigative methods, in its operations.

47. Denies the allegations set forth in paragraph "47" of the complaint, except admits that the NYPD utilizes undercovers and informants in its operations, and respectfully refers the Court to the documents referenced therein for their contents.

48. Denies the allegations set forth in paragraph "48" of the complaint.

49. Denies the allegations set forth in paragraph "49" of the complaint.

50. Denies the allegations set forth in paragraph "50" of the complaint, except admits that the NYPD utilizes confidential informants, undercover officers, and the internet in its operations.

51. Denies the allegations set forth in paragraph "51" of the complaint.

52. Denies the allegations set forth in paragraph "52" of the complaint, and denies that the NYPD conducts "blanket surveillance" on any religious group.

53. Denies the allegations set forth in paragraph "53" of the complaint, and respectfully refers the Court to the documents referenced therein for their contents.

54. Denies the allegations set forth in paragraph "54" of the complaint.

55. Denies the allegations set forth in paragraph "55" of the complaint, except admits that the NYPD has received and reviewed public records of name changes.

56. Denies the allegations set forth in paragraph "56" of the complaint.

57. Denies the allegations set forth in paragraph "57" of the complaint.

58. Denies the allegations set forth in paragraph "58" of the complaint, and respectfully refers the Court to the document referenced therein for its contents.

59. Denies the allegations set forth in paragraph "59" of the complaint, and respectfully refers the Court to the document referenced therein for its contents.

60. Denies the allegations set forth in paragraph "60" of the complaint, and respectfully refers the Court to the document referenced therein for its contents.

61. Denies the allegations set forth in paragraph "61" of the complaint, and respectfully refers the Court to the statements referenced therein for their contents.

62. Denies the allegations set forth in paragraph "62" of the complaint.

63. Denies the allegations set forth in paragraph "63" of the complaint.

64. Denies the allegations set forth in paragraph "64" of the complaint, and respectfully refers the Court to the statements referenced therein for their contents.

65. Denies the allegations set forth in paragraph "65" of the complaint, and respectfully refers the Court to the statements referenced therein for their contents.

66. In response to the allegations set forth in paragraph "66" of the complaint, defendant City repeats and realleges the responses set forth in the preceding paragraphs of this answer as if fully set forth herein.

67. Denies the allegations set forth in paragraph "67" of the complaint.

68. In response to the allegations set forth in paragraph "68" of the complaint, defendant City repeats and realleges the responses set forth in the preceding paragraphs of this answer as if fully set forth herein.

69. Denies the allegations set forth in paragraph "69" of the complaint.

70. In response to the allegations set forth in paragraph "70" of the complaint, defendant City repeats and realleges the responses set forth in the preceding paragraphs of this answer, as if fully set forth herein.

71. The allegations set forth in paragraph "71" of the complaint are legal conclusions to which no response is required.

72. Denies the allegations set forth in paragraph "72" of the complaint.

73. Denies the allegations set forth in paragraph "73" of the complaint.

AS AND FOR A FIRST DEFENSE

74. The complaint fails, in whole or in part, to state a claim upon which relief can be granted.

AS AND FOR A SECOND DEFENSE

75. Plaintiffs lack standing to bring this action and the Court lacks subject matter jurisdiction.

AS AND FOR A THIRD DEFENSE

76. Defendant has not violated any rights, privileges or immunities under the Constitution or laws of the United States or the State of New York or New Jersey or any political subdivision thereof, nor has the defendant violated any act of Congress.

AS AND FOR A FOURTH DEFENSE

77. The actions about which plaintiffs complain in New Jersey were not taken under color of state law and thus no §1983 claim lies.

AS AND FOR A FIFTH DEFENSE

78. At all times relevant to the acts alleged in the complaint, the duties and functions of the municipal defendant's officials entailed the reasonable exercise of proper and lawful discretion. Therefore, defendant City of New York is entitled to governmental immunity.

AS AND FOR A SIXTH DEFENSE

79. Any injury alleged to have been sustained resulted from plaintiffs' own or other's culpable, negligent, or intervening conduct and was not the proximate result of any act of the defendant.

AS AND FOR A SEVENTH DEFENSE

80. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

AS AND FOR AN EIGHTH DEFENSE

81. Plaintiffs' claims are mooted, in whole or in part, by the Stipulation of Settlement and Order filed in the case of *Handschu v. Special Services Division*, 71 CV 2203 (CSH) (S.D.N.Y.) on January 7, 2016.

WHEREFORE, defendant City requests judgment dismissing the complaint in its entirety with prejudice, together with the costs and disbursements of this action, and such other and further relief as the Court may deem just and proper.

