

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

BERTRAM COOPER	:	
Plaintiff,	:	No. _____
v.	:	
UNITED STATES POSTAL SERVICE;	:	
JOHN E. POTTER, in his official capacity as	:	
Postmaster General of the United States Postal	:	
Service; RONALD G. BOYNE, in his official	:	October 3, 2003
capacity as Postmaster of the	:	
Manchester, CT Post Office,	:	
Defendants	:	

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Preliminary Statement

1. Plaintiff brings this civil rights action to vindicate his rights and the rights of all citizens under the Establishment Clause of the First Amendment to the United States Constitution.

2. Defendants are parties to a contract with Sincerely Yours, Inc. (“SYI”), a Connecticut corporation run by the Full Gospel Interdenominational Church in Manchester, Connecticut. Pursuant to this contract, Defendants authorize SYI to offer traditional post office services to the public from a building at 1009 Main Street in Manchester. From the outside, the SYI building looks like an ordinary post office. Indeed, it is identified by a large, lighted, official “United States Post Office” sign, clearly visible from a distance. But a customer, like Plaintiff, who steps in to the SYI post office finds himself in an environment that is in certain ways very different from an ordinary post office. Inextricably entangled with SYI’s traditional

post office paraphernalia – stamps, express mailing forms, American flags – are multiple symbols and displays, silent as well as videographic, actively promoting an explicitly evangelical Christian world view.

3. To any reasonable observer, the SYI post office is functioning as an arm of the federal government, under full United States Postal Authority auspices and authorization, exercising a uniquely governmental function – but it is doing so in a manner that is clearly prohibited by the United States Constitution. The government is, to all appearances, endorsing the explicitly religious message of a particular church, which is aimed at – and offensive to – persons who choose to hold different beliefs, including Plaintiff.

4. Defendants’ delegation of governmental powers to a private party, while failing to ensure that those powers are exercised in a constitutional manner, plainly violates Plaintiff’s rights under the First Amendment. Plaintiff is entitled to injunctive and declaratory relief ensuring that this abdication of governmental responsibility does not continue.

Jurisdiction

5. The Court has jurisdiction over this action, which seeks to redress deprivations under color of law of rights and privileges secured by the First Amendment of the United States Constitution, pursuant to 28 U.S.C. §§ 1331 and 1339 and 39 U.S.C. § 409. In addition, declaratory relief is appropriate in this Court pursuant to 28 U.S.C. §§ 2201.

6. Venue is proper in this District because Plaintiff and Defendant Ronald G. Boyne reside in this District, and the events that give rise to the claims in this action occurred, and are continuing to occur, in this District.

Parties

7. Plaintiff Bertram Cooper is a taxpayer and resident of Manchester, Connecticut and a citizen of the United States. Mr. Cooper is an 77-year old veteran of the Marines who fought in the Second World War and the Korean War. The SYI post office is the closest post office to his home.

8. Defendant United States Postal Service (“Postal Service” or “USPS”) is a corporation owned by the federal government that is responsible for, among other things, promulgating and enforcing rules relating to the provision of traditional postal services. The USPS entered into a contract with SYI to provide postal services from its location in Manchester, Connecticut.

9. Defendant John E. Potter is the Postmaster General of the United States Postal Service in Washington, D.C. He is being sued in his official capacity.

10. Defendant Ronald G. Boyne is the Postmaster of the Manchester, Connecticut Post Office, which is the office responsible for monitoring the contract postal unit operations of SYI. He is being sued in his official capacity.

Cause of Action

11. Plaintiff repeats and realleges the allegations in paragraphs 1-10 as if fully set forth herein.

12. The Postal Service establishes and operates post offices pursuant to a constitutionally-authorized exercise of Congressional authority. U.S. Constitution Art. I, Sec. 8; Postal Reorganization Act, 39 U.S.C. § 201.

13. The federal government, through the USPS, has exclusive authority over the provision of traditional postal services. *E.g.*, 39 U.S.C. § 310.2, 404; 18 U.S.C. § 1693.

14. The USPS establishes “contract postal units” (“CPUs”) pursuant to its authority under, *inter alia*, 39 U.S.C. § 401. A “contract postal unit” is defined in the USPS’s “Glossary of Postal Terms” as “[a] postal unit that is a subordinate unit within the service area of a main post office. It is usually located in a store or place of business and is operated by a contractor who accepts mail from the public, sells postage and supplies, and provides selected special services (for example, postal money order or registered mail).” (USPS Glossary of Postal Terms, Publication 32, May 1997 (updated with Postal Bulletin Revisions Through November 4, 1999) at 27.)

15. Traditional post offices, known as “classified units,” are defined by the USPS as “[p]ost office stations and post office branches operated by USPS employees in quarters owned or leased by the USPS.” (USPS’s Glossary of Postal Terms, Publication 32, May 1997, (Updated with Postal Bulletin Revisions Through November 4, 1999), at 22.)

16. On information and belief, the USPS, through a local “Postal Service Administrative Office,” administers and monitors the activities of each CPU. The CPU operates under the jurisdiction of this administrative office.

17. On information and belief, the USPS regulates many aspects of the operation of CPUs, including, but not limited to, hours of operation, types of operations performed, and permitted signage.

18. On information and belief, SYI has the power pursuant to its contract with the USPS (the “SYI Contract”) to accept U.S. mail for delivery, sell official U.S. postage, and provide certain other traditional postal services, and SYI receives payment from the USPS based upon a percentage of SYI’s gross revenue received from such sales and services.

19. On information and belief, the sole business of SYI is the operation of the CPU at 1009 Main Street in Manchester. SYI does not offer any other retail products or services at this location.

20. SYI operates under the authority and jurisdiction of the Manchester Post Office, a classified unit, which is its Postal Service Administrative Office.

21. On information and belief, prior to February 10, 2003, the Full Gospel Interdenominational Church of Manchester, Connecticut was the contracting party with the USPS under the SYI Contract. As of February 10, 2003, the contracting party name was changed to Sincerely Yours, Inc.

22. On information and belief, Reverend Eleanor M. Kalinsky, the spiritual leader of the Full Gospel Interdenominational Church, is identified as a contact person on the SYI Contract. On information and belief, Reverend Kalinsky is also affiliated with the Worldwide Lighthouse Mission, a non-profit organization identified in materials displayed at the SYI CPU as the “mission ministry of the Full Gospel Interdenominational Church.”

23. To a reasonable observer, SYI looks from the outside like an ordinary governmental post office.

- a. The outside wall facing the street is clearly labeled as a branch of the United States Post Office, with a large, lighted sign to that effect. This sign includes the official stylized “eagle” logo of the USPS. This sign also includes, in substantially smaller type, the words “Contract Office,” with no explanation of the meaning or significance of that term.
- b. Another sign over the threshold to the building reads “Sincerely Yours,” with depictions of old-fashioned letter-writing paraphernalia.

- c. To the right of these two signs is a much smaller sign that hangs out from the wall at a 90-degree angle, which says, in small cursive type, “Sincerely Yours, Inc. Contract Post Office.”

24. On entering the building, writing on the glass entry door identifies the building as the “Sincerely Yours, Inc. Contract Post Office” and lists hours of operation. A poster on the wall to the left of the entry door states that “The Full Gospel Interdenominational Church is so delighted to serve you-our community. We are dedicated to making your visit with us a pleasant and successful one for all of your mailing needs. Sincerely Yours.”

25. A window to the right of the entry door has at times displayed a framed color photograph of a cross.

26. The inside of the building has all of the attributes of a traditional post office, including secured, numbered mail boxes, shelves of postal supplies, a service desk, and displays of USPS products.

27. Also displayed on the walls of the SYI post office, however, are numerous posters, displays and symbols depicting specifically Christian messages.

- a. One poster displayed alongside the main mail counter shows photographs of people in religious ecstasy, surrounding text promoting the church’s 24-hour “Prayer Tower.” The text of the sign informs customers about Jesus Christ and the mission of the church, and invites them to put in a request if they “need prayer in their lives.” A decorative box into which “Prayer Request” cards may be placed sits on the mail counter, alongside mailing paraphernalia.

- b. Another wall display offers mission statements from the church along with photographs of members' missionary activities in Africa. Also on the mail counter is another box, designated for fund-raising for the church's youth activities.
- c. Another wall holds a shelving unit containing flyers, pamphlets and donation forms for various church activities locally and around the world. These include pamphlets describing a "Hands of Ministry" trip to Zambia and a number of "Worldwide Lighthouse Missions, Inc." brochures, including fund-raising solicitations. This unit sits directly across from another set of shelves containing ordinary postal forms, paperwork, etc.

28. The line for customers waiting for postal services extends through the center of the building, to the left of the postal counter. Mounted on the ceiling and directly in view of all postal service customers waiting on line is a television loudly broadcasting evangelical Christian video images. At various times, the television has displayed, among other things, a montage of still photographs of gospel choirs, churches, and religious sayings, and a video of a program presented by the Full Gospel Interdenominational Church's bible camp.

29. Plaintiff, Bertram Cooper, lives close to the SYI post office. He would like to use the SYI post office because of its proximity to his home and to downtown services. However, he was very uncomfortable when he entered the SYI building because of the extensive religious symbolism and messages throughout the space. As a non-Christian postal service customer, Mr. Cooper reasonably perceives SYI's religious expression to be governmentally-sponsored and supported religious activity.

30. The next closest post office to Mr. Cooper's home is the Manchester Post Office, at 111 Sheldon Street, Manchester, Connecticut, 06040. This post office is not as convenient for Mr. Cooper as the SYI post office.

31. Defendants could, but do not, promulgate and enforce rules preventing CPUs, including SYI, from engaging in conduct in the exercise of their powers pursuant to their contracts with the USPS that violates the Establishment Clause of the First Amendment.

32. Defendants' actions and inaction, as described above, do not merely provide an indirect or incidental benefit to a particular religious organization, but directly enable and endorse the proselytizing Christian message expressed by SYI.

33. Defendants, through their actions and inaction as described above, have violated and continue to violate the requirement that church and state remain separate under the Establishment Clause of the First Amendment to the United States Constitution.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Enter a judgment pursuant to 28 U.S.C. § 2201 declaring that Defendants have violated Plaintiff's rights, as set forth above, and that their actions in (a) delegating governmental power to a pervasively sectarian institution that exercises such power in a manner inextricably entangled with religious symbolism and expression, and (b) distributing public funds to a pervasively sectarian institution that uses said funds for the advancement of religion, violate the First Amendment to the United States Constitution.

2. Enter a permanent injunction ordering Defendants and their agents, representatives, successors and those acting in concert with them to:

(a) cease and desist from delegating governmental power to SYI, a pervasively sectarian institution, to the extent that SYI exercises that power in a manner inextricably entangled with religious symbolism and expression, provided, however, that SYI shall remain free to express any views it likes, religious or otherwise, in the context of activities that are not tied to the exercise of governmental powers;

(b) cease and desist from distributing public funds to SYI, a pervasively sectarian institution, to the extent that it uses said funds for the advancement of religion, provided, however, that SYI shall remain free to express any views it likes, religious or otherwise, in the context of activities that are funded exclusively by nongovernmental sources;

(c) take all necessary action to ensure that SYI, in the course of providing postal services, ceases acting in a manner that proselytizes or advances religion;

(d) provide adequate and ongoing notice to all Contract Postal Units that religious messages may not be conveyed, or religion otherwise advanced, in a manner entangled with the exercise of the CPU's authority pursuant to its contract with the USPS;

(e) institute adequate and ongoing procedures for the monitoring of Contract Postal Units to ensure compliance with this injunction; and

(f) adopt adequate and ongoing procedures for correcting any violations of this injunction.

3. Grant the Plaintiff his costs and attorney's fees.
4. Order such other relief as justice may require.

Respectfully submitted,

PLAINTIFF
Bertram Cooper

Dated: October 3, 2003

By: _____

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