

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA,	)	
	)	Cause No.
Plaintiff,	)	
	)	
v.	)	
	)	
HENDRICKS COUNTY, INDIANA,	)	
	)	
Defendant.	)	
	)	

---

**CONSENT DECREE**

**I. INTRODUCTION**

1. The Parties jointly submit this Consent Decree (“Decree”) for approval and entry by the Court. This Consent Decree resolves all claims of the United States of America (“United States”) that were simultaneously filed in a Complaint to enforce the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (“Fair Housing Act” or “FHA”), 42 U.S.C. §§ 3601-3619 and the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), 42 U.S.C. §§ 2000cc–2000cc-5.

2. In the Complaint, the United States alleges that Hendricks County (“the County”) engaged in a pattern or practice of unlawful discrimination and denied rights to a group of persons because of religion in violation of the Fair Housing Act. The United States further alleges that, the County’s actions constitute the imposition or implementation of a land use regulation that (1) imposes a substantial burden on Al Hussnain and the Muslim community’s religious exercise, which burden is not in furtherance of a compelling governmental interest and is not the least restrictive means of furthering such an interest; (2) treats Al Hussnain and the Muslim community

on less than equal terms with nonreligious assemblies or institutions; and (3) discriminates against Al Hussnain and the Muslim community on the basis of religion in violation of RLUIPA.

3. The County specifically denies each and every allegation of the Complaint, including the allegations set forth above. It is the position of the County that it denied Al Hussnain's applications for proper and non-discriminatory reasons.

4. The Court has jurisdiction over the Parties and subject matter of this action. There have been no factual findings or adjudication in this case. The Parties agree to this Consent Decree to voluntarily resolve all claims arising from the conduct alleged in the Complaint. The Parties agree that this matter should be resolved without further litigation. The Parties further agree that entry of this Consent Decree is in the public interest. The full implementation of the terms in this Consent Decree will provide a resolution to the claims asserted in the Complaint. The Parties therefore consent to and request that the Court enter this Consent Decree.

ACCORDINGLY, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

## **II. INJUNCTIVE RELIEF**

### **A. Prohibited Conduct**

5. Hendricks County, its officers, employees, agents, successors and all persons in active concert or participation with it, are prohibited from:

- i. Discriminating against any person because of religion in violation of the Fair Housing Act, including further making unavailable or denying dwellings because of religion;
- ii. Interfering with any person engaged in the exercise or enjoyment of rights granted or protected by the Fair Housing Act;
- iii. Imposing a substantial burden on the religious exercise of a religious assembly or

institution that is not narrowly tailored to further a compelling governmental interest; and

- iv. Treating a religious assembly or institution on less than equal terms with non-religious assemblies and institutions; and
- v. Discriminating against a religious assembly or institution on the basis of religion.

**B. Policy Revisions**

6. Hendricks County will establish and adopt Fair Housing and Religious Land Use Policies. Within 60 days of the date the Court enters this Decree (hereafter “Effective Date”), Hendricks County will submit proposed Fair Housing and Religious Land Use Policies to the United States for approval. Within 30 days of the United States’ approval of Hendricks County’s proposed policies, Hendricks County will follow its local procedures, along with state and federal laws, to formally adopt the policies approved by the United States.

7. Throughout the term of this Decree, for any amendments to Hendricks County’s Fair Housing or Religious Land Use Policies, Hendricks County will submit the proposed amendment to the United States for its approval prior to the adoption of the amendment. Hendricks County will not adopt or amend its Fair Housing or Religious Land Use Policies unless the proposed language is approved by the United States in advance of adoption and implementation.

**i. Fair Housing Policy**

- 8. Hendricks County’s Fair Housing Policy will:
  - a. Express Hendricks County’s commitment to ensuring that its zoning and land use decisions do not discriminate against persons based on race, color, religion, national origin, disability, familial status, or sex; and

- b. Express Hendricks County’s commitment to not applying the County’s Zoning Ordinance in a manner that makes housing unavailable or denies housing on the basis of race, color, religion, national origin, disability, familial status, or sex; and
- c. Describe how individuals can make a fair housing complaint to Hendricks County, the Department of Housing and Urban Development (“HUD”), and the Department of Justice.

**ii. Religious Land Use Policy**

- 9. Hendricks County’s Religious Land Use Policy will:
  - a. Express Hendricks County’s commitment to not applying the County’s Zoning Ordinance in a manner that (1) imposes a substantial burden on the free exercise of religion, unless it is in furtherance of a compelling governmental interest and imposed in the least restrictive means; (2) treats religious assemblies or institutions on less than equal terms with nonreligious assemblies or institutions; or (3) discriminates against any religious assembly or institution on the basis of religion or religious denomination; and
  - b. Describe how individuals can make a RLUIPA complaint to Hendricks County and the Department of Justice.

**C. Public Notice Requirements**

10. In addition to the advertising requirements of the Zoning Ordinance, Hendricks County will take the following actions to notify the public of its actions within thirty (30) days after the Effective Date:

- a. *Signage.* The County shall post and maintain printed signs within sight of each public entrance to the Hendricks County Government Center that conform in content to **Appendix A**.
- b. *Internet Posting.* Post the following on the County’s website:
  - i. The Board of Commissioners, Plan Commission, Planning & Building Department, Surveyor’s Office, Engineering Department, and all other zoning or land use bodies of the County, shall post and maintain on their respective internet home pages a notice, in type equivalent in size to the majority of other type on the page, that shall conform to **Appendix A**; and
  - ii. Copies of Hendricks County’s Fair Housing and RLUIPA Policies; and
  - iii. A Fair Housing logo or “equal housing opportunity” statement; and
  - iv. Information about the County’s RLUIPA and FHA complaint process and contact information for HUD (<https://www.hud.gov/fairhousing/fileacomplaint>) and DOJ (<https://civilrights.justice.gov/report/>) to file a complaint.
- b. *Notice to Future Religious Use Applicants.* Upon receipt of an application or inquiry about a zoning or land use determination concerning a property intended or used for religious purposes, the Board of Commissioners, Plan Commission, Planning & Building Department, Surveyor’s Office, Engineering Department, and all other zoning or land use bodies of the County shall provide to the applicant or the person inquiring a notice conforming to **Appendix A**.

**D. Fair Housing & RLUIPA Complaint Procedure**

11. Within 30 days of the Effective Date, Hendricks County will submit to the United States for review and approval a written process to address complaints by any person who believes that the County may have violated RLUIPA and/or the FHA, or otherwise discriminated on the basis of religion through the implementation of its zoning or land use laws. The process shall be implemented within fifteen (15) days after the United States' approval and shall contain the provisions set forth in this paragraph. The County shall accept written and oral complaints. Upon receipt of such a complaint, if not in writing, the County, through non-clerical employees designated by the County, shall offer and provide the form attached as **Appendix B**. The County shall respond in writing to any complaints within fifteen (15) days. The County shall accept and maintain as records each original written complaint and any proposed or actual action taken by the County in response to the complaint. The County shall notify the United States of any complaints and its responses consistent with the Reporting Requirements herein.

**E. Mandatory Education and Training**

12. Hendricks County will deliver live, in-person, and interactive training on this Decree, the Fair Housing Act and RLUIPA to employees, officials, or agents who have duties related to planning, zoning, permitting, construction, code enforcement and building occupancy including the Board of Commissioners, Plan Commissioners, all employees of the Planning and Building Department, Surveyor's Office, Engineering Department, County Attorney, and all other zoning or land use bodies of the County (hereafter, "Covered Officials"). The training shall provide an opportunity for any Covered Official's questions to be answered. The training need not be provided to clerical staff except for those employees who could receive complaints against the County, as described in paragraph 11. The training shall be conducted consistent with the

following:

- a. The training will be provided by an independent, qualified, third-party trainer, selected by Hendricks County, and approved by the United States, who will develop the curriculum and present the training. Within ninety (90) days of the Effective Date, Hendricks County will submit the proposed trainer(s) and their qualifications to the United States for approval. Within thirty (30) days of the United States' approval of the selected trainer(s), Hendricks County will submit the approved trainer's proposed training curriculum and materials to the United States for approval. Within thirty (30) days of the United States' approval of the training curriculum and materials, Hendricks County will deliver the approved training to all Covered Officials and advise the United States in writing of having done so.
- b. The trainer(s) will maintain an attendance log for the training and will provide the attendance log to the United States.
- c. The training shall provide an opportunity for any Covered Official's questions to be answered.
- d. Hendricks County shall bear all costs associated with the training;
- e. Hendricks County shall video-record the training and maintain copies of the written materials provided for the training. Each newly elected, appointed or hired Covered Official shall receive training within thirty (30) days after the date he or she enters office or begins service or employment by viewing the video recording of the live training and receiving copies of any written materials provided for the training;

- f. Hendricks County will provide each Covered Official with a copy of this Consent Decree at the time of the person's training; and
- g. Hendricks County will obtain a signed statement, in the form of Appendix C, from each Covered Official stating that they completed the training and have received, read, and understand this Consent Decree and the policies of RLUIPA and Fair Housing Act compliance mandated by this Consent Decree, and further understands that a violation of this Consent Decree may result in a court action against Hendricks County; and
- h. Hendricks County will provide the signed statement referenced in this paragraph to the United States.

**F. Reporting, Record-Keeping, and Monitoring**

13. Within six (6) months of the Effective Date, and every six (6) months thereafter for the term of this Decree, Hendricks County will submit periodic reports to the United States detailing Hendricks County's actions and progress in complying with each of the terms in this Decree. The final report will be delivered to the United States at least 60 days before the expiration of the Decree. The reports will also include the following:

- a. Certification that Hendricks County has met each obligation of this Decree that falls within the prior six (6) months ("the reporting period").
- b. Copies of the adopted Fair Housing and Religious Land Use Policies (consistent with the requirements of Section II.B).
- c. Copies of all signed statements referenced in paragraph 12, to the extent not previously provided;
- d. All training acknowledgements and attendance logs obtained within the reporting



period and a list of all Covered Officials and their titles (consistent with the requirements of Section II.E).

- e. A Statement of all actions taken on applications for religious land use, as described below in paragraph 14, to the extent not previously communicated, or confirmation that all information required to be provided by paragraph 14 has been reported; and
- f. Copies of complaints of religious or housing discrimination pertaining to zoning and land use laws or regulations that Hendricks County has received during the reporting period, along with any documents associated with the complaint, any written response to the complaint by Hendricks County, and a description of the status of the complaint, including any efforts Hendricks County has taken to resolve the complaint (consistent with the requirements of Section II.D).

14. Hendricks County shall maintain copies of all written applications that seek the County's consideration or approval of any land use for a religious purpose. These applications include, without limitation, applications for PUD District Ordinances, concept plans, preliminary and final plat approvals, primary and secondary development plans, re-zonings, variances, building permits, renewals of permits and special exceptions. The County shall advise the United States in writing within fifteen (15) days after the disposition of any such application.

15. All reports and materials required by this Decree will be sent to counsel for the United States by email, as instructed by the United States' counsel.

16. Hendricks County will retain all records related to its obligations under this Decree and all activities to carry out its obligations under this Decree. The United States has the right to review and copy the records upon request.

### III. MONETARY RELIEF FOR AGGRIEVED PERSONS

17. Within 30 days of the Effective Date, Hendricks County will deliver payment to Al Hussnain, Inc. in the total sum of Two Hundred Ninety-Five Thousand Dollars (\$295,000) by commercial overnight delivery to the United States as follows:

Chief, Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
150 M Street NE, 8th Floor  
Washington, DC 20002  
Attn: Hendricks County, DJ# 210-26-5

18. The requirement to pay damages under this Section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants shall not seek to discharge any part of this debt in bankruptcy.

19. Before receiving payment by the United States, Al Hussnain, Inc. will execute a release of all claims, legal or equitable, that it may have against Hendricks County related to the claims asserted in this lawsuit, as set forth in Appendix D. Counsel for the United States will deliver a copy of the executed releases to Hendricks County before delivering payment to Al Hussnain, Inc.

### IV. CIVIL PENALTY

20. Within 30 days of the Effective Date, Hendricks County will pay Five Thousand Dollars (\$5,000) to the United States Treasury as a civil penalty under 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment will be in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

21. In the event that Hendricks County or its agents, officials, commissioners, or employees engage in any future violation of the Fair Housing Act, such violation(s) will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii) and will be subject to further

penalties.

#### **V. SCOPE, DURATION, AND ENFORCEMENT**

22. This Decree will remain in effect for a period of 5 years after the Effective Date, except as required under Paragraph 24.

23. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the Parties.

24. The United States may move the Court to extend the duration of the Decree in the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the interests of justice so require.

25. The provisions of this Decree will apply to Hendricks County, its officers, employees, agents, consultants, including its County Commissioners, boards, commissions, elected officials, as well as all persons acting in active concert or participation with them.

26. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of, and compliance with, this Decree prior to bringing such matters to the Court for resolution. However, in the event that the United States contends that there has been a failure by Hendricks County, whether willful or otherwise, to perform in a timely manner any act required by this Decree or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act, and an award of any damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform. Absent exigent circumstances, the United States will allow Defendants thirty (30) days to cure a violation of this Decree once notified by the United States before moving the Court for relief.

27. The Parties agree that, as of the Effective Date, litigation is not "reasonably

foreseeable” concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matter described in this Decree, the party is no longer required to maintain such a litigation hold. However, nothing in this paragraph relieves either party of any other obligations imposed by this Decree, including the record-keeping requirements described above.

28. Defendants shall defend this Order against any challenge by any third-party. In the event that this Order or any of its terms are challenged in a court other than the United States District Court for the Southern District of Indiana, Defendants agree to seek removal or transfer to the United States District Court for the Southern District of Indiana.

29. Each Party will bear their own costs and attorneys’ fees associated with this litigation.

30. The Court will retain jurisdiction to enforce the terms of this Decree for its duration.

**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

UNITED STATES DISTRICT JUDGE

The undersigned apply for and consent to the entry of this Consent Decree:

Dated: September 18, 2024

**FOR THE UNITED STATES OF AMERICA:**

ZACHARY A. MYERS  
United States Attorney for the  
Southern District of Indiana

By:

/s/ Jeffrey D. Preston

Jeffrey D. Preston  
Joi Kamper  
Assistant U.S. Attorneys  
U.S. Attorney's Office  
Southern District of Indiana  
10 West Market Street, Suite 2100  
Indianapolis, IN 46204  
Phone: (317) 226-6333  
Jeffrey.Preston@usdoj.gov  
Joi.Kamper@usdoj.gov

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

CARRIE PAGNUCCO  
Chief

By:

/s/ Noah Sacks

NOAH SACKS  
JENNIFER E. MCALLISTER  
Trial Attorneys  
Housing and Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
150 M Street NE  
Washington, D.C. 20530  
Telephone: (202) 532-5170  
Noah.Sacks@usdoj.gov  
Jennifer.McAllister@usdoj.gov

**HENDRICKS COUNTY, INDIANA:**

Dated: September 18, 2024

Josh J. Minkler

Josh J. Minkler  
Counsel for Hendricks County  
Barnes & Thornburg LLP  
11 S Meridian St.  
Indianapolis, IN 46204  
(317) 231-6446  
josh.minkler@btlaw.com

**APPENDIX A**

**NOTICE OF CONSENT DECREE BETWEEN THE UNITED STATES AND  
HENDRICKS COUNTY**

Consistent with the United States Constitution and the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), Hendricks County agrees not to apply its land-use regulations in a manner that: 1) imposes a substantial burden on the free exercise of religion, unless it is in furtherance of a compelling governmental interest and imposed in the least restrictive means; 2) treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution; 3) discriminates against any religious assembly or institution on the basis of religion or religious denomination; or 4) totally excludes or unreasonably limits religious assemblies, institutions or structures.

Moreover, consistent with the Fair Housing Act (“FHA”), Hendricks County agrees not to apply the County’s land use regulations in a manner that makes housing unavailable or denies housing to persons on the basis of religion.

On \_\_\_\_\_, 2024, the Court entered a Consent Decree resolving a lawsuit brought by the United States against Hendricks County under RLUIPA and the FHA, for Hendricks County’s treatment of a residential community and Muslim seminary. A copy of the Consent Decree referenced above and entered in *United States v. Hendricks County*, Civ. No. 18-cv-xxxx (S.D. Ind.), is available on the County’s website at \_\_\_\_\_ or the Department of Justice’s website at \_\_\_\_\_. Further details about RLUIPA are available on the United States Department of Justice’s RLUIPA information page, available at <https://www.justice.gov/crt/religious-land-use-and-institutionalized-persons-act>. If you believe that Hendricks County, its Board of Commissioners, its Planning Commission, its Department of

Planning and Zoning, or any other land use or zoning body of the County, or any other local government or municipality, has violated your rights under RLUIPA or the FHA, please contact the United States Department of Justice, Civil Rights Division, at (800) 896-7743.

You may also write to:

United States Attorney's Office  
Southern District of Indiana  
10 West Market Street, Suite 2100  
Indianapolis, Indiana 46204

or

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
4 Constitution Square  
150 M Street NE  
Washington, DC 20002

You may also register a complaint via email to [rluipa.complaints@usdoj.gov](mailto:rluipa.complaints@usdoj.gov) or [USAINS-CivilRights@usdoj.gov](mailto:USAINS-CivilRights@usdoj.gov) or via form online at <https://civilrights.justice.gov/report/>.

**APPENDIX B**

**COMPLAINT AGAINST HENDRICKS COUNTY, INDIANA**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

1. Please state briefly the nature of the service or request that you made of Hendricks County (*e.g.*, rezoning, zoning map amendment, concept plan, development plan review, variance, special exception, *etc.*). In addition, please include a description of the religious land use and the assembly or institution at issue in your request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please state briefly in what way(s) you believe that the County and/or any of its agents, employees or representatives engaged in land use and zoning matters may have violated your rights in the exercise of your religion under the Religious Land Use and Institutionalized Persons Act, the Fair Housing Act or other federal law (including the United States Constitution), or the County's Code or Ordinances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If you believe that the County or any of its agents, employees or representatives engaged in land use or zoning has discriminated against you in the exercise of your religion through the implementation of its zoning or land-use laws, in addition to completing this complaint, please contact the United States Department of Justice at (800) 896-7743.



You may also write to:

United States Attorney's Office  
Southern District of Indiana  
10 West Market Street, Suite 2100  
Indianapolis, Indiana 46204

or

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
4 Constitution Square  
150 M Street NE  
Washington, DC 20002

You may also register a complaint via email to [rluipa.complaints@usdoj.gov](mailto:rluipa.complaints@usdoj.gov) or [USAINS-CivilRights@usdoj.gov](mailto:USAINS-CivilRights@usdoj.gov) or via form online at <https://civilrights.justice.gov/report/>.

**APPENDIX C**

**RECEIPT OF CONSENT DECREE AND CERTIFICATION OF RLUIPA AND FHA**

**TRAINING**

I, \_\_\_\_\_, certify that I have received a copy of the Consent Decree resolving *United States v. Hendricks County, Indiana*, Case No. \_\_\_\_\_, filed in the United States District Court for the Southern District of Indiana. I have read and understand the Consent Decree and had an opportunity to have my questions about the Decree answered. I understand my legal responsibilities under the Consent Decree and will comply with those responsibilities. I further understand that the Court may impose sanctions against Hendricks County in the underlying action if I violate any provisions of the Decree.

I further certify that I attended training on the federal Fair Housing Act (“FHA”), the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”) and the Consent Decree. I understand my obligation to not discriminate against any person in any aspect of residential dwelling or land use and zoning decisions because of race, color, religion, national origin, disability, familial status, or sex. I also understand my obligation not to retaliate against any person for exercising a right protected by the Fair Housing Act. I have had all of my questions about the topics in the Fair Housing Act and RLUIPA training answered to my satisfaction. I further understand that the Court may impose sanctions against Hendricks County in the underlying action if I violate the FHA or RLUIPA.

Name of Course & Instructor: \_\_\_\_\_

Training Date: \_\_\_\_\_ Number of hours spent taking the course: \_\_\_\_\_

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title of County official

**APPENDIX D**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the Parties' agreement to the terms of the Consent Decree entered into in the case of *United States v. Hendricks County, Indiana*, Case No. \_\_\_\_\_ in the United States District Court for the Southern District of Indiana, and in consideration of the total payment of \$295,000, AlHussnain, Inc., does hereby fully release and forever discharge Hendricks County from any and all Fair Housing Act and Religious Land Use and Institutionalized Persons Act claims based on the facts alleged in the Complaint in this lawsuit that Al Hussnain, Inc. may have had against Hendricks County, for any of their actions or statements related to those claims through the date of the entry of the Consent Decree.

FOR AL HUSSNAIN, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date