

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
RICHARD BRUNO in his official	)	
and individual capacity, DOMCO, LLC	)	3:19CV277(JAM)
and DOMCO II, LLC.	)	
	)	
Defendants.	)	

**CONSENT DECREE**

**I. INTRODUCTION**

1. This action was filed by the United States of America on February 25, 2019, to enforce Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act or FHA), 42 U.S.C. §§ 3601-3631. The United States alleges that Richard Bruno, DOMCO, LLC, and DOMCO II, LLC (collectively “Defendants”), have engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, and denied to a group of persons rights granted by the Fair Housing Act that raise an issue of general public importance, in violation of 42 U.S.C. §§ 3601-3631, including § 3604(a), (b), (c), and § 3617.

2. The United States’ Complaint alleges that from approximately 2011 through 2016, Defendant Bruno subjected female prospective and actual tenants of the Defendants’ residential rental properties to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment and assault, on multiple occasions. Such conduct has included but is not limited to:

- a. Making sexually explicit comments in front of tenants and minor female children;
- b. Making unwanted and unwelcomed sexual comments and advances to female tenants and their minor female children;
- c. Coercing female tenants and their minor children to agree to exchange sex and sexual acts for reduced rent;
- d. Attempting to sexually molest and molesting minor female children living in the subject properties;
- e. Creating child pornography with some of his tenants' minor female children;
- f. Asking to touch and/or touching female tenants and their minor female children without their consent;
- g. Asking to take pictures or videos of the bodies of tenants and/or their minor female children;
- h. Sending unwanted and unwelcomed text messages and social media messages to female tenants and their minor female children;
- i. Establishing and maintaining "dungeons" or "sex rooms" in the subject properties;
- j. Entering homes of female tenants without their consent and searching female tenants' underwear drawers without their knowledge or consent;
- k. Making unannounced visits to female tenants' homes to conduct and further his sexual advances;
- l. Forcing tenants and their minor children to view sexual paraphernalia and "sex rooms;"

- m. Menacing female tenants and prospective tenants by repeatedly driving by their homes and knocking on their doors when he had no legitimate reason to do either;
- n. Frequently making unwelcome sexual comments, propositions, and sexual advances to female tenants and their minor children; and
- o. Retaliating against tenants for filing complaints or refusing advances, by taking adverse housing action, such as eviction, refusing to allow pets, or threatening to take such action against female tenants who objected to and/or refused sexual advances.

3. The United States alleges that the conduct described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the FHA and a denial to a group of persons of rights granted by the FHA that raises an issue of general public importance. Defendants deny these allegations.

4. All parties have agreed that in order to avoid protracted and costly litigation, this action should be resolved without a trial and without any adjudication of the facts alleged by the United States. Therefore, the parties consent to the entry of this Consent Decree as a resolution of disputed claims.

5. This Consent Decree shall not constitute a determination by the Court on the merits of any claims asserted by the United States.

6. This Consent Decree constitutes full resolution of all claims asserted against Defendants by the United States in this action.

7. The parties agree that this Court has jurisdiction over this action under 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 42 U.S.C. § 3614(a).

## II. DEFINITIONS

8. **“Aggrieved Person”** or **“Aggrieved Persons”** means (an) individual(s) who claim to have been injured by a discriminatory housing practice as defined in 42 U.S.C. § 3602(i).

9. **“Contact or Communication”** means physical contact, verbal contact, telephone calls, video calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made through third parties.

10. **“Dwelling”** has the meaning defined in the Fair Housing Act, 42 U.S.C. § 3602(b).

11. **“Subject Property”** or **“Subject Properties”** refers to any rental dwelling in which any Defendant has any Property Management Responsibilities, or any direct or indirect ownership interest, financial interest, or control interest, or which is owned or operated by any entity of which any Defendant is an officer, agent, employee, or partner at any time during the term of this Consent Decree. The Subject Properties as of the date of this Consent Decree are listed in Appendix A. Defendants affirm that the list in Appendix A is a complete list of all such properties as of the entry of this Consent Decree.

12. **“Property Management Responsibilities”** includes: advertising dwelling units for rent; showing or renting housing units; processing rental applications; determining tenant eligibility for subsidies or waivers of fees and rent; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting dwelling units; collecting rent and fees; or engaging in any other property-related activities that involve personal contact with tenants or prospective tenants; operating, consulting, managing, staffing, participating in, working in

(whether paid or unpaid), or otherwise having any involvement in the management, or maintenance of rental dwellings.

**ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

**III. SCOPE AND TERM OF THE CONSENT DECREE**

13. The provisions of this Consent Decree shall apply to Defendants, their officers, employees, agents, assigns, successors-in-interest, and any Manager with Property Management Responsibilities at any of the Subject Properties.

14. This Consent Decree is effective immediately upon its entry by the Court. For purposes of this Consent Decree, the phrases “effective date” and “date of this Consent Decree” shall refer to the date on which the Court enters this Consent Decree.

15. Unless otherwise specified or extended pursuant to Paragraph 60, the provisions of this Consent Decree shall be in effect for a period of five (5) years from the date of this Consent Decree. The Court shall retain jurisdiction for a period of five (5) years after the effective date, for the purpose of enforcing or interpreting the provisions of this Consent Decree.

**IV. GENERAL INJUNCTION**

16. Defendants and their agents are hereby enjoined from violating rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601-3631, including § 3604(a), (b), (c), and § 3617.

17. Defendants and their agents shall not discriminate or retaliate against any person who exercises rights protected under the Fair Housing Act or this Consent Decree.

**V. INJUNCTION CONCERNING DEFENDANT RICHARD BRUNO**

18. Defendant Richard Bruno is permanently enjoined from purposefully or knowingly engaging in Contact or Communication with current tenants of any Subject Property.

19. Defendant Richard Bruno is permanently enjoined from purposefully or knowingly engaging in Contact or Communication with any person identified as an Aggrieved Person or witness by the United States in this litigation.

20. Defendant Richard Bruno is permanently enjoined from directly or indirectly engaging in or conducting any Property Management Responsibilities at any Subject Property or any other residential rental property.

21. If Defendant Richard Bruno violates any provision of this Consent Decree, the United States may seek any and all available remedies for those violations, including instituting a civil contempt proceeding.

#### **VI. REQUIREMENT TO RETAIN INDEPENDENT MANAGER**

22. Defendants have agreed that the Subject Properties shall be operated and managed by an independent manager (hereinafter “**Manager**”). The Parties agree that the property manager currently in place may serve as the Manager.

23. Defendants agree to permit and facilitate the United States’ counsel’s communication with the Manager in connection with the obligations required by this Consent Decree. Any such request will be made through counsel for Defendants and will not be unreasonably withheld.

24. The Manager shall:

- a. Be responsible for all Property Management Responsibilities (and the Defendants’ contact information may not be used in any advertising).
- b. Will distribute a written policy against sexual harassment (which includes a formal complaint procedure and which was approved by the United States) to all current tenants and to all new tenants upon moving in.

- c. Post an “Equal Housing Opportunity” sign at the Subject Properties, and in any rental office through which the properties are rented. The sign shall indicate that all units are available for rent on a nondiscriminatory basis. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster shall be placed in a prominent, well-lit, and easily readable location. In Subject Properties that are available for rent, but do not have a common area, Defendants may satisfy the requirement of this provision by providing an 8-inch by 11-inch poster that comports with 24 C.F.R. Part 110 directly to tenant(s) of the properties and/or including an 8-inch x 11-inch poster that comports with 24 C.F.R. Part 110 within the new tenant rental package provided directly to tenant(s). To the extent the Subject Properties are advertised through an independent rental agency or broker, the Manager shall ensure that such independent rental agency or broker post the “Equal Housing Opportunity” sign. The Manager shall also include an “Equal Housing Opportunity” logo on all print or online advertisements or postings for rental housing properties.
- d. Maintain all records kept in relation to the management of the Subject Properties, and allow counsel for the United States to inspect and copy all such records upon reasonable notice. Such requests will be made through counsel and such permission will not be unreasonably withheld.
- e. Provide any information related to compliance with this Consent Decree that is requested in writing by counsel for the United States, including tenant or prospective tenant files, tenant or prospective tenant telephone numbers, fair housing complaints, sexual harassment complaints, all documents related to any

such complaints, and advertisements. *See* Paragraphs 54-55 of this Consent

Decree. Such requests will be made through counsel and such permission will not be unreasonably withheld.

25. Before changing or substituting the Manager, Defendants must provide to counsel for the United States a written Notice of Intent to Terminate the Manager at least twenty (20) business days in advance of the Manager's actual date of termination that includes the identity of a replacement manager and their qualifications and training. Any subsequent Manager must be an individual or entity experienced in managing rental properties and who has no current or past employment, financial, contractual, personal, or familial relationship with Defendants. Any subsequent Manager must be approved by the United States, in writing, in advance of hiring and must comply with all the responsibilities of the Manager as described in this Consent Decree.

26. If the Manager quits or notifies Defendants of an intention to resign, Defendants must provide counsel for the United States a written Notice of Manager Resignation within five (5) days of receiving such notice from the Manager. Defendants shall have thirty (30) days from the date of sending the Notice of Manager Resignation to identify and retain a replacement Manager. Any subsequent Manager must be approved by the United States, in writing, in advance of hiring and must comply with all the requirements for and responsibilities of the Manger as described in this Consent Decree.

## **VII. COMPLIANCE TESTING**

27. The United States may take steps to monitor the Defendants' compliance with this Consent Decree, including, but not limited to, conducting fair housing tests at any location(s) owned, operated, or managed by the Defendants.



**VIII. ACQUISITION OR TRANSFER OF INTEREST IN RESIDENTIAL RENTAL PROPERTIES**

28. If, at any time during the effective period of this Consent Decree, any Defendant acquires a direct or indirect management, ownership, financial, or controlling interest in any other residential rental property, such property will be subject to the applicable provisions of this Consent Decree. Within fifteen (15) days of acquiring such an interest, Defendants will notify counsel for the United States of the nature of their interest in the dwelling or property; the address of the property; the number of individual dwelling units at the property; and any other information required under this Consent Decree. Defendants will further provide the United States with copies of any documents memorializing the transfer in interest of the property.

29. If, prior to the effective date or at any time during the effective period of this Consent Decree, any Defendant sells or transfers a Subject Property to a bona fide, third-party purchaser in an arms-length transaction, such property will cease to be subject to this Consent Decree.<sup>1</sup> Regardless of any transfer of interest in all or part of the Subject Properties, Defendants shall remain liable for obligations under Sections IV, V, VIII, X, and XI of this Consent Decree.

30. If, at any time during the effective period of this Consent Decree, any Defendant claims that obligations under this Consent Decree have been terminated or changed because he

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<sup>1</sup> For purposes of this Consent Decree, a “bona fide, independent third-party purchaser” is one with whom Defendants have no current or past financial, contractual, personal, or familial relationship. An “arms-length transaction” is one that has been arrived at in the marketplace between independent or non-affiliated persons, unrelated by blood or marriage, and with opposing economic interests regarding that transaction. A corporation or entity of which any Defendant, or any person related to any Defendant by blood or marriage, is an officer, partner, or agent, or in which any Defendant has an ownership, financial, or controlling interest, is not a “bona fide, independent third-party purchaser,” and any transaction involving such a purchaser will not qualify as an “arms-length” transaction.

sold or transferred one or more residential properties to a bona fide, third-party purchaser in an arms-length transaction, that Defendant will inform the United States within fifteen (15) days of such transaction and provide the date of the sale or transfer, copies of the documents memorializing the sale or transfer, and contact information for the subsequent purchaser.

31. If any transfer of interest in all or part of any residential rental property by any Defendant is not an arms-length transaction, Defendants will remain liable for any violation of this Consent Decree.

#### **IX. EDUCATION AND TRAINING**

32. Within sixty (60) days of the entry of this Consent Decree, Defendant Bruno<sup>2</sup>, a representative from each corporate Defendant, and any person supervising or involved in performing Property Management Responsibilities at any of the Subject Properties, and any employees or agents who supervise such persons, including the Manager, shall undertake training on the Fair Housing Act, with specific emphasis on sexual harassment and other types of discrimination on the basis of sex. The training entity shall be independent of the Defendants and the Manager, qualified to conduct such training, and approved in advance in writing by the United States. Any expenses associated with this training shall be borne by DOMCO, LLC. At a minimum, the training shall consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment and other types of discrimination on the basis of sex, and a question and answer session for the purpose of reviewing the foregoing areas.

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<sup>2</sup> If Mr. Bruno cannot obtain such training because he is incarcerated, he shall obtain the training within thirty (30) days of his release from prison.

33. Within thirty (30) days of commencing an employment or agency relationship, all new agents or employees of the Defendants or the Manager involved in performing Property Management Responsibilities at the Subject Properties, including any replacement Manager, shall undergo a training as described in Paragraph 32.

34. Defendants shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. These certifications shall include the name of the course, the name of the instructor, the date the course was taken, and the length of the course and/or time within which the course was completed. Copies of such certifications shall be provided to counsel for the United States within seven (7) days of completion of the training.

#### **X. MONETARY RELIEF**

35. Defendants agree to pay a total sum of \$350,000 into a settlement fund (“the Settlement Fund”) for the sole purpose of compensating those Aggrieved Persons whom the United States has determined were harmed by the Defendants’ discriminatory housing practices. The payment of the \$350,000 sum shall be made in installments as follows:

- a. Within ten (10) days of the effective date, Defendants shall deposit in an interest-bearing escrow account (“Escrow Account”) the initial sum of \$170,000. As previously agreed by the parties, these funds are currently maintained in a business checking account to be used for settlement purposes. Within five (5) business days of the establishment of the Settlement Fund, the Defendants shall submit proof to the United States that the account has been established and the funds deposited.

- b. Within twelve (12) months of the effective date, Defendants shall deposit the remaining \$180,000 into the Escrow Account. Defendants will deposit this second installment on a rolling basis, as funds become available.

36. Defendants have provided confidential financial disclosure statements and affidavits (collectively, "Financial Disclosure Documents"), under penalty of perjury, dated September 28, 2021, and January 4, 2022, to counsel for the United States. The United States has relied on the accuracy and completeness of the financial disclosure statements and affidavits in entering into this Consent Decree. Defendants warrant that the Financial Disclosure Documents are accurate and complete. If, prior to the expiration of this Consent Decree, the United States discovers that Defendants have an interest that was not disclosed or was misrepresented in the Financial Disclosure Documents, the United States may ask the Court to modify this Consent Decree to require the Defendants to deposit additional money into the Settlement Fund. The parties agree that this deposit will be no less than \$50,000 and may be up to the full value of whatever asset(s) Defendants failed to disclose or misrepresented. The Defendants agree not to contest the United States' right to such asset(s).

37. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth herein.

38. The Defendants shall be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 35, above.

39. Upon request by the United States, Defendants shall promptly provide an accounting of the Escrow Account.

40. The United States shall investigate the claims of allegedly Aggrieved Persons and shall obtain sworn declarations from each Aggrieved Person setting forth the factual basis of each claim.

41. Within ninety (90) days of the date on which the Defendants deposit the initial sum into the Settlement Fund pursuant to Paragraph 35(a), above, the United States will inform Defendants as to which persons are aggrieved and the appropriate amount of damages that should be paid to each such Aggrieved Person. The Defendants agree that the determination of the United States shall be final, and Defendants hereby waive the right to contest the United States' determination of who qualifies as an Aggrieved Person in this proceeding. Defendants hereby agree that they will not seek to interfere with or oppose the United States' determination regarding the Aggrieved Persons and the appropriate amount of damages paid to each Aggrieved Person.

42. After providing Defendants with its determination as set forth in Paragraph 42, above, the United States will provide Defendants with written instruction on when and how to issue checks from the Settlement Fund to Aggrieved Persons. If any checks issued to Aggrieved Persons go uncashed for more than six months, such checks shall be void; and the United States may instruct that such voided checks be re-issued to the same individuals or to other Aggrieved Persons. The United States reserves the right at its sole discretion to determine and, if necessary, change the plan for distribution of checks to Aggrieved Persons at any time. The parties agree that the entire Settlement Fund, including accrued interest, will be distributed to Aggrieved Persons and the parties expect that there will be no monies remaining in the Settlement Fund after such distribution.

43. The Defendants shall, within ten (10) days of receiving written instruction from the United States, as set forth in Paragraph 43, above, deliver to counsel for the United States, by overnight delivery, checks payable to or for the benefit of Aggrieved Persons in the names and amounts provided by the United States.

44. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund plus accrued interest.

45. When counsel for the United States has received a check from the Defendants payable to an Aggrieved Person and a signed release in the form of Appendix B from the Aggrieved Person, counsel for the United States shall deliver the check to the Aggrieved Person and a copy of the signed release to counsel for the Defendants. No Aggrieved Person shall be paid until that person has executed and delivered to counsel for the United States the release at Appendix B.

46. The United States will file a Disbursement Notice with the Court. The Disbursement Notice will set forth the amounts the United States intends to disburse to each Aggrieved Person, who will be identified by their initials. The Defendants shall not have any right to object to the disbursements identified in the Disbursement Notice.

47. The parties to this Consent Decree agree that the names of the individuals the United States determines are Aggrieved Persons, and the amount of money each such person is paid, will be treated as confidential and protected from public disclosure outside this or any other litigation.

48. If checks remain uncashed by Aggrieved Persons for six months, they shall become void after six months. The United States may instruct that such voided checks be

reissued to the Aggrieved Person(s), or that the monies be redistributed to other Aggrieved Persons at the sole discretion of the United States.

49. Defendants shall not seek to discharge any part of the damages paid to Aggrieved Persons as debts in bankruptcy.

#### **XI. CIVIL PENALTY**

50. Within sixty (60) days of the effective date, Defendants shall pay \$50,000 to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

51. The civil penalty referenced in Paragraph 50 is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. Defendants shall not seek to discharge any part of this debt in bankruptcy.

#### **XII. RECORD KEEPING**

52. During the effective period of this Consent Decree, Defendants shall make good faith efforts to ensure that the Manager will preserve and maintain all records that are the source of, contain, or relate to any information pertinent to their obligations under the Consent Decree, including, but not limited to, the following:

- a. A list of all tenants, the units in which they live, and their e-mails and telephone numbers;

- b. Rental records, including leases, maintenance orders, notices of non-renewal or eviction or wrongful occupation, tenant complaints, and correspondence with tenants;
- c. Rental policies and procedures, including the sexual harassment policy referred to in Paragraph 24(b);
- d. Tenant rules and regulations;
- e. Rental ledgers;
- f. Any documents related to notifications or complaints of Contact or Communication or interference by Richard Bruno or anyone on his behalf, or discrimination, harassment, unfair treatment, or violation of this Consent Decree by any Defendant; and
- g. Rental payments, including any abatements in rent, and other financial records.

53. Defendants and the Manager shall provide copies of the documents described in this Section and shall permit the United States to inspect and copy these documents upon reasonable notice.

### **XIII. REPORTING REQUIREMENTS**

54. During the effective period of this Consent Decree, Defendants shall, through the Manager, provide to the United States notification and documentation of the following events, no later than fifteen (15) days after their occurrence:

- b. Any change in the rules or practices regarding the sexual harassment policy discussed in Paragraph 24(b), above;
- c. Any change in the list of Subject Properties;



- d. Any information indicating that any person or entity is or may be in violation of this Consent Decree; and
- e. Any complaint, whether written, oral, or in any other form, against Defendants or their agents or employees, regarding Contact or Communication or interference by Richard Bruno, or discrimination, harassment, unfair treatment, retaliation, or violation of this Consent Decree by any of the Defendants or any of their employees or agents. The Manager shall promptly provide the United States all information it may request concerning any such complaint. The Manager shall also inform the United States, in writing, about the substance of any resolution of the complaint within fifteen (15) days of such resolution.

55. On a bi-annual basis, beginning six months after the effective date, Defendants shall cause the Manager to deliver to counsel for the United States a report containing the following information, except that the final report shall be submitted sixty (60) days prior to the expiration of this Decree:

- a. A list of current tenants at each Subject Property with a contact telephone number and e-mail for each tenant;
- b. Any documents required by any provision of this Consent Decree to the extent that these documents have not been previously provided;
- c. Written verification sworn under penalty of perjury by the Manager that s/he has managed the Subject Properties in accordance with the terms of this Consent Decree during the reporting period; and

- d. Written verification sworn under penalty of perjury by the Manager that during the relevant time period Richard Bruno has not had any role in Property Management Responsibilities.

#### **XIV. CONTACT INFORMATION**

56. All documents and other communications required or contemplated by this Consent Decree that must be sent to counsel for the United States shall be sent to the following address. Where possible and appropriate, email communications will be used.

United States Attorney's Office  
Attn: William Brown, Stewart Dearing  
1000 Lafayette Boulevard, 10th Floor  
Bridgeport, CT 06604  
Emails: [William.Brown2@usdoj.gov](mailto:William.Brown2@usdoj.gov); [Stewart.Dearing@usdoj.gov](mailto:Stewart.Dearing@usdoj.gov)

57. All documents and other communications required or contemplated by this Consent Decree that must be sent to counsel for the Defendants shall be sent to the following address. Where possible and appropriate, email communications will be used.

Robert F. Kappes, Esq.  
Silvester & Kappes  
300 State Street, Suite 507  
New London, CT 06320  
[rfk@law-sk.com](mailto:rfk@law-sk.com)

#### **XV. MISCELLANEOUS TERMS**

58. The parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. If the United States has a good faith basis to believe that there has been a failure by any Defendant to perform in a timely

manner any act required by this Consent Decree, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify Defendants' attorney of record in writing of its concerns, and the parties will attempt to resolve those concerns in good faith, including by providing Defendants with a reasonable opportunity to cure. However, should Defendants fail to cure after a reasonable opportunity, the United States may seek any relief from it deems appropriate from the court, including but not limited to, an order requiring performance or non-performance of certain acts and an award of any damages, costs, and attorneys' fees.

59. Failure of a party to insist upon strict performance of any provision of this Consent Decree shall not be deemed a waiver of the party's rights or remedies or a waiver by the party of any default by another party in performance or compliance with any terms of this Consent Decree.

60. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the parties. Any other modifications to the provisions of this Consent Decree must be approved by the Court.

61. This Consent Decree may be signed by the parties in several counterparts, each of which shall serve as an original as against any party who signed it, and all of which taken together shall constitute one and the same document.

62. Each signatory hereto warrants that he or she is competent and has the full and complete authority to covenant to this Consent Decree on behalf of himself, herself, or the party that he or she represents.

63. The parties agree that, as of the effective date of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. They have resolved this action without a trial and adjudication of the facts alleged by the United

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

Dated: April 20, 2023

THE PLAINTIFF, UNITED STATES OF AMERICA

KRISTEN CLARKE  
Assistant Attorney General  
Civil Rights Division

VANESSA ROBERTS AVERY  
United States Attorney


By: 

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THE DEFENDANTS, RICHARD BRUNO, DOMCO I, and DOMCO II

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DEFENDANT RICHARD BRUNO

**Appendix A**

**The following are the Subject Properties all of which are located in New London, CT:**

- 41 Fifth Avenue
- 74 Blackhall Street
- 42 Jefferson Avenue
- 35-37 Ridgeview Circle

**Appendix B**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Decree entered in the case of United States v. Richard Bruno, et al., 3:19CV277(JAM), as approved by the United States District Court for the District of Connecticut, and in consideration for the payment of \$ \_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all claims under the Fair Housing Act set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of Richard Bruno's actions or statements related to those claims through the date of the entry of the Consent Decree.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address Continued