

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

Filed and Attested by the  
Office of Judicial Records  
04 AUG 2023 06:44 pm  
B. MERCEDES



COMMONWEALTH OF PENNSYLVANIA  
BY ATTORNEY GENERAL  
DAVID W. SUNDAY, JR.

Plaintiff

v.

MAX CONTRACTORS INC. d/b/a  
MAX CONTRACTOR INC.

and

MURILLO SOUSA, a/k/a MURILLO DA COSTA  
SOUSA, MURILLO SOUSA DACOSTA,  
MURILLO DA COSTA, MURILLO COSTA,  
MARK COSTA, individually and as officer of  
MAX CONTRACTORS INC. d/b/a  
MAX CONTRACTOR INC.,  
and as owner, operator, and officer of  
MPS HOME IMPROVEMENT, LLC,  
and as owner, operator, and officer of  
SKYLINE CONTRACTOR IMPERIUM, LLC,  
and as owner, operator, and officer of  
CLEAN FUTURE GENERAL CONSTRUCTION LLC,  
and as owner, operator, and officer of  
LMN GENERAL CONSTRUCTION LLC,  
and as owner, operator, and officer of  
EASY WAY CONSTRUCTION LIMITED  
LIABILITY COMPANY,

and

MPS HOME IMPROVEMENT, LLC

and

SKYLINE CONTRACTOR IMPERIUM, LLC

and

April Term, 2023

No. 610

CIVIL ACTION-EQUITY

CLEAN FUTURE GENERAL CONSTRUCTION LLC :

and

LMN GENERAL CONSTRUCTION LLC

and

EASY WAY CONSTRUCTION LIMITED  
LIABILITY COMPANY

Defendants

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

---

**ORDER**

**AND NOW**, this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
upon consideration of the attached *Consent Petition For Final Decree And Entry Of Judgment*,  
agreed to by all parties in the above-captioned matter, it is hereby **ORDERED** that the *Consent  
Petition For Final Decree And Entry Of Judgment* is entered as a FINAL DECREE, ORDER,  
and JUDGMENT of this Court.

It is **FURTHER ORDERED** that the Prothonotary shall enter Judgment in favor of  
Plaintiff, Commonwealth of Pennsylvania, Office of Attorney General, and against  
Defendants Max Contractors Inc., Murillo Sousa, MPS Home Improvement, LLC, Skyline  
Contractor Imperium, LLC, Clean Future General Construction LLC, LMN General  
Construction LLC, and Easy Way Construction Limited Liability Company, in the amount  
of two-hundred thousand dollars (\$200,000.00), as set forth in Section III. (Monetary Relief)  
of the *Consent Petition for Final Decree and Entry of Judgment*. This Court shall maintain  
jurisdiction over this matter for enforcement purposes.

**BY THE COURT:**

\_\_\_\_\_  
**J.**

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

---

|                                            |   |                     |
|--------------------------------------------|---|---------------------|
| COMMONWEALTH OF PENNSYLVANIA               | : | April Term, 2023    |
| BY ATTORNEY GENERAL                        | : |                     |
| DAVID W. SUNDAY, JR.                       | : | No. 610             |
|                                            | : |                     |
| Plaintiff                                  | : | CIVIL ACTION-EQUITY |
|                                            | : |                     |
| v.                                         | : |                     |
|                                            | : |                     |
| MAX CONTRACTORS INC. d/b/a                 | : |                     |
| MAX CONTRACTOR INC.                        | : |                     |
|                                            | : |                     |
| and                                        | : |                     |
|                                            | : |                     |
| MURILLO SOUSA, a/k/a MURILLO DA COSTA      | : |                     |
| SOUSA, MURILLO SOUSA DACOSTA,              | : |                     |
| MURILLO DA COSTA, MURILLO COSTA,           | : |                     |
| MARK COSTA, individually and as officer of | : |                     |
| MAX CONTRACTORS INC. d/b/a                 | : |                     |
| MAX CONTRACTOR INC.,                       | : |                     |
| and as owner, operator, and officer of     | : |                     |
| MPS HOME IMPROVEMENT, LLC,                 | : |                     |
| and as owner, operator, and officer of     | : |                     |
| SKYLINE CONTRACTOR IMPERIUM, LLC,          | : |                     |
| and as owner, operator, and officer of     | : |                     |
| CLEAN FUTURE GENERAL CONSTRUCTION LLC,     | : |                     |
| and as owner, operator, and officer of     | : |                     |
| LMN GENERAL CONSTRUCTION LLC,              | : |                     |
| and as owner, operator, and officer of     | : |                     |
| EASY WAY CONSTRUCTION LIMITED              | : |                     |
| LIABILITY COMPANY,                         | : |                     |
|                                            | : |                     |
| and                                        | : |                     |
|                                            | : |                     |
| MPS HOME IMPROVEMENT, LLC                  | : |                     |
|                                            | : |                     |
| and                                        | : |                     |
|                                            | : |                     |
| SKYLINE CONTRACTOR IMPERIUM, LLC           | : |                     |
|                                            | : |                     |
| and                                        | : |                     |

**CLEAN FUTURE GENERAL CONSTRUCTION LLC :**

**and**

**LMN GENERAL CONSTRUCTION LLC**

**and**

**EASY WAY CONSTRUCTION LIMITED  
LIABILITY COMPANY**

**Defendants**

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

---

**CONSENT PETITION FOR FINAL DECREE AND ENTRY OF JUDGMENT**

**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. (hereinafter the "Commonwealth" and/or "Plaintiff"), and Defendants Max Contractors Inc., Murillo Sousa, MPS Home Improvement, LLC, Skyline Contractor Imperium, LLC, Clean Future General Construction LLC, LMN General Construction LLC, and Easy Way Construction Limited Liability Company (hereinafter collectively "Defendants") to request that this Honorable Court enter an Order approving the terms of this *Consent Petition for Final Decree and Entry of Judgment* (hereinafter the "Consent Petition"), and state the following:

**THE PARTIES AND BACKGROUND**

**WHEREAS**, Plaintiff is the Commonwealth of Pennsylvania, by Attorney General David W. Sunday, Jr.;

**WHEREAS**, Defendant Max Contractors Inc. (hereinafter "MCI") is registered as a Pennsylvania business corporation, and has represented that it has operated from 7710 Castor Avenue, Philadelphia, Pennsylvania 19152;

**WHEREAS**, Defendant Murillo Sousa (hereinafter "Sousa") is an adult individual with a

residential address of 632 Camelot Ct., Cinnaminson, New Jersey 08077;

**WHEREAS**, Defendant MPS Home Improvement, LLC (hereinafter “MPS”) is registered as a New Jersey Limited Liability Company, and has represented that it operated from 632 Camelot Ct., Cinnaminson, New Jersey 08077;

**WHEREAS**, Defendant Skyline Contractor Imperium, LLC (hereinafter “SCI”) is registered as a New Jersey Limited Liability Company, and has represented that it has operated from 3 Bells Ln. Apt. U4, Hackettstown, New Jersey 07840;

**WHEREAS**, Defendant Clean Future General Construction LLC (hereinafter “CFGC”) is registered as a New Jersey Limited Liability Company, and has represented that it has operated from 302 Juniata Ave., Delran, New Jersey 08075;

**WHEREAS**, Defendant LMN General Construction LLC (hereinafter “LMN”) is registered as a New Jersey Limited Liability Company, and has represented that it has operated from 318 Lincoln Ave. N., Cherry Hill, New Jersey 08002;

**WHEREAS**, Defendant Easy Way Construction Limited Liability Company (hereinafter “EWC”) is registered as a New Jersey Limited Liability Company, and has represented that it has operated from 700 Rte. 130 Ste. 208, Cinnaminson, New Jersey 08077;

**WHEREAS**, Defendant Sousa, at all times material and relevant hereto, owned, operated, and was involved with the day to day operations of Defendants MCI, MPS, SCI, CFGC, LMN, and EWC;

**WHEREAS**, Defendants Sousa, MCI, MPS, SCI, CFGC, LMN, and EWC, at all times material and relevant hereto, engaged in trade or commerce within the Commonwealth of Pennsylvania, including through the offering for sale, sale, and provision of Home Improvement goods and services, as the term “Home Improvement” is defined at 73 P.S. § 517.2.

**WHEREAS**, the Commonwealth filed a Complaint against Defendants MCI and Sousa on April 6, 2023 and an Amended Complaint against all Defendants on October 17, 2023, in the Court of Common Pleas of Philadelphia County, Pennsylvania, the allegations of which are incorporated herein by reference (hereinafter the “Complaint” and “Amended Complaint”);

**WHEREAS**, in the Amended Complaint the Commonwealth alleged Defendants engaged in conduct in violation of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (hereinafter the “Consumer Protection Law”), and the Pennsylvania *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1, *et seq.* (hereinafter “HICPA”), as set forth therein. The alleged violations arise from Defendants’ Home Improvement business and the promotion and provision of Home Improvement goods and services to Pennsylvania consumers;

**WHEREAS**, Defendants desire to comply with the laws of the Commonwealth of Pennsylvania and the provisions of this Consent Petition, and have signed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Philadelphia County, Pennsylvania, its terms shall constitute the provisions of the Final Decree, Order or Judgment of the Court in the above-captioned matter and shall be binding upon all parties.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, Defendants agree for themselves, their successors, assigns, agents, employees, representatives, executors, administrators and all other persons acting on their behalf, directly or through any corporate or other device as follows:

**The above recitals are incorporated by reference, as though fully set forth herein.**

#### **I. Definitions**

A. **“Contractor”** shall be defined by Section 517.2 of HICPA, 73 P.S. § 517.2.

B. **“Effective Date”** shall mean the date the Court of Common Pleas of Philadelphia County, Pennsylvania, enters a Final Decree, Order or Judgment approving the terms of this Consent Petition.

C. **“Home Improvement”** shall be defined by Section 517.2 of HICPA, 73 P.S. § 517.2.

D. **“Home Improvement Contract”** shall be defined by Section 517.2 of HICPA, 73 P.S. § 517.2.

E. **“Notices of Cancellation”** shall mean notices that comply with the requirements of Section 201-7(b) and (c) of the Consumer Protection Law, 73 P.S. § 201-7(b) and (c).

## **II. Injunctive and Affirmative Relief**

A. Defendants and all other persons or entities acting on their behalf, directly or indirectly, are forever enjoined and prohibited from engaging in trade or commerce involving Home Improvement within the Commonwealth of Pennsylvania, in any capacity, including, but not limited to, as owner, operator, principal, director, manager, project manager, agent, employee, Contractor, or subcontractor, by advertising, marketing, selling or providing goods or services to Pennsylvania consumers or from a location in Pennsylvania, except as provided for in paragraph II.B. herein below.

B. Provided all other terms of this Consent Petition are complied with, Defendant Sousa shall be permitted to be employed by an entity that is involved with Home Improvement, so long as Defendant Sousa’s duties and responsibilities in such employment do not violate the provisions set forth in paragraph II.C., herein below.

C. Defendant Sousa, specifically, is forever enjoined and prohibited from engaging

in the following conduct as it pertains to any Home Improvement business that employs him:

1. Exercising any control or decision-making authority over the business;
2. Controlling or participating in the collection or expenditure of monies related to the activities of the business; and
3. Contacting, interacting with, or being involved in any way with the selling of goods or services, to any Pennsylvania consumer, or from a location in Pennsylvania.

D. Defendant Sousa shall provide any entity that is involved with Home Improvement that employs him with a copy of this Consent Petition within ten (10) days of the start date of such employment.

Defendant Sousa shall provide written notice to the Commonwealth's undersigned counsel or other attorney representative designated by the Commonwealth of any employment by an entity involved with Home Improvement, which shall include the employing entity's full legal name, start date of employment, HICPA registration number, mailing address, electronic mail address, and telephone number, within ten (10) days of the start of any such employment. Written notice shall also be provided to the Commonwealth of the termination of such employment within ten (10) days of termination.

E. Within thirty (30) days of the entry of an Order and Final Decree by the Court, Defendants shall pay and satisfy the following judgments or awards against them which are based on claims of consumers:

1. 2532 East York Street LLC aka/dba Azmi Hameid<sup>1</sup> v. Skyline Contractor Imperium LLC, SC-22-01-04-3486, Phila.Muni.Ct.

F. Defendants shall immediately dissolve, cease operation of, and not permit any other entity or person to use or operate the following entities, fictitious names, or unregistered

---

<sup>1</sup> Contract lists consumer Ebtesam Hameid.

names:

1. MAX CONTRACTORS INC.
2. MAX CONTRACTOR INC
3. MPS HOME IMPROVEMENT, LLC
4. SKYLINE CONTRACTOR IMPERIUM, LLC
5. CLEAN FUTURE GENERAL CONSTRUCTION LLC
6. LMN GENERAL CONSTRUCTION LLC
7. EASY WAY CONSTRUCTION LIMITED LIABILITY COMPANY

G. Defendants, and all other persons or entities acting on their behalf, directly or indirectly, are forever enjoined and prohibited from seeking registration or renewing registration as a home improvement contractor under Sections 517.3 and 517.4 of HICPA, 73 P.S. § 517.3, 517.4.

H. Defendants, and all other persons or entities acting on their behalf, directly or indirectly, are forever enjoined and prohibited from violating the Consumer Protection Law, and any amendments thereto, specifically including, but not limited to, the sections included in the Commonwealth's Amended Complaint as follows:

1. Section 201-2(4)(vii), which prohibits "[r]epresenting that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another";
2. Section 201-2(4)(xxi), which prohibits "[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding"; and
3. Sections 201-7(b) and (c), which prohibit failing to include the required

statement regarding a consumer's cancellation rights and a completed "Notice of Cancellation" form attached to the contract.

4. Defendants shall fully comply with the Consumer Protection Law and any amendments thereto.

### **III. Monetary Relief**

**A. Immediate Payment** – Defendants are jointly and severally liable for and shall pay the Commonwealth the sum of two hundred thousand dollars (\$200,000.00) (hereinafter "Immediate Payment"), which shall be allocated as follows:

1. **Restitution** in the amount of one hundred ninety-five thousand dollars (\$195,000.00), which shall constitute restitution pursuant to 73 P.S. § 201-4.1 of the Consumer Protection Law (hereinafter "Restitution") to be distributed by the Commonwealth of Pennsylvania, Office of Attorney General, for the benefit of consumers who have been harmed by the conduct alleged in the Commonwealth's Amended Complaint and who filed complaints with the Commonwealth. The amount, timing and manner of distribution of Restitution shall be within the sole discretion of the Commonwealth.
  - a. After the Commonwealth has completed the distribution of restitution funds to consumers, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period of time not less than ninety (90) calendar days, all uncashed checks shall be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the

Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes, or for any other purpose permissible under state law.

2. **Costs** in the amount of five thousand and 00/100 dollars (\$5,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

**B. Suspended Payment** – The payment of fifteen thousand dollars (\$15,000.00) shall be suspended (“Suspended Payment”) and shall not become due and payable by Defendants to the Commonwealth unless and until a court determines that Defendants engaged in acts or practices that violate any of the terms of this Consent Petition, or that Defendants otherwise failed to comply with any of the terms of this Consent Petition. The Suspended Payment shall be allocated as follows, and subject to the following terms:

1. **Costs** in the amount of five thousand and 00/100 dollars (\$5,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.
2. **Civil Penalties** in the amount of ten thousand and 00/100 dollars (\$10,000.00), which shall be deposited to the Home Improvement Account established under Section 517.5(b) of HICPA. 73 P.S. § 517.5(b).

3. Should the Suspended Payment set forth above in section III.B. be found to be due and payable by a court, the amount set forth therein shall become immediately due and owing.
4. Should the Suspended Payment set forth above in section III.B. be found to be due and payable by a court, Defendants shall be jointly and severally liable to the Commonwealth for such payment.
5. Defendants acknowledge that the requirement to pay the Suspended Payment resulting from a violation of any of the terms of the Consent Petition shall be in addition to, and not in lieu of, any other sanctions that may be imposed under Section 201-8 of the Consumer Protection Law, 73 P.S. § 201-8, or any other applicable statute or rule of law.

**C. Payment Terms** – Defendants agree to pay the Commonwealth in accordance with the following:

1. All payments shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to Shawn Bachman, Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, Third Floor, Philadelphia, PA 19103.
2. Defendants shall pay the Commonwealth the sum of Fifty Thousand dollars (\$50,000.00) as part of the Immediate Payment, upon their execution of this Consent Petition.
3. Defendants shall pay the Commonwealth the remainder of the Immediate

Payment (the “Balance Payment”) within ninety (90) days of the Effective Date as follows:

- a. Defendants shall pay the Commonwealth an additional Fifty Thousand dollars (\$50,000.00) within thirty (30) days of the Effective Date.
  - b. Defendants shall pay the Commonwealth an additional Fifty Thousand dollars (\$50,000.00) within sixty (60) days of the Effective Date.
  - c. Defendants shall pay the Commonwealth an additional Fifty Thousand dollars (\$50,000.00) within ninety (90) days of the Effective Date.
4. As part of the consideration for this settlement, Defendants hereby agree that the above referenced Restitution in the amount of one hundred ninety-five thousand dollars (\$195,000.00) constitutes deposits of money by consumers in connection with the purchase of property or services for the personal, family or household use of such consumers and constitutes a debt for money obtained by false pretenses, false representations or actual fraud, is non-dischargeable and is not subject to any discharge to which Defendants may be entitled, or which Defendants may have received, in any bankruptcy proceeding.

**D. Restitution for Additional Consumers** - Defendants acknowledge and agree that there may be consumers, other than those who have submitted complaints to the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, who may have been harmed by the conduct cited herein or in the Amended Complaint, and who are entitled to Restitution and/or

other relief from Defendants. Defendants agree to pay Restitution in addition to that set forth in paragraph III.A.1. above ("Additional Restitution"), as follows:

1. Defendants shall also pay Additional Restitution to the Commonwealth, consistent with Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1, for any consumer who submits a claim to Defendants or to the Commonwealth within sixty (60) days of the Effective Date of this Consent Petition, as defined below, and:
  - a. who asserts that they were harmed by the misconduct alleged in the Amended Complaint;
  - b. who provides adequate documentation which supports their claim and/or complaint (the determination of the adequacy of the documentation shall be at the sole discretion of the Commonwealth); and
  - c. whose claim is validated by the Commonwealth.
2. Defendants shall provide to the Commonwealth any claim related to Additional Restitution submitted to Defendants within five (5) days of Defendants receiving such claim; and
3. The amount, timing, and manner of any distribution of Additional Restitution to eligible consumers under this section shall be left to the sole discretion of the Commonwealth.
4. Any claim, complaint, request or notice from a consumer regarding Additional Restitution that is postmarked or caused to be transmitted to the Commonwealth or Defendants within sixty (60) days of the Effective Date shall be deemed timely.

5. Defendants shall provide to the Commonwealth copies of any and all claims, complaints, requests or notices made directly to Defendants by delivering same to the below street address or electronic mail addresses:

Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
Attn: Shawn Bachman, Saverio Mirarchi  
1600 Arch Street, Third Floor  
Philadelphia, PA 19103  
[sbachman@attorneygeneral.gov](mailto:sbachman@attorneygeneral.gov)  
[smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov)

6. The Commonwealth will provide Defendants with copies of all claims, complaints, requests or notices received.
7. Defendants agree to fully cooperate with the Commonwealth and shall provide the Commonwealth with any information or documents requested by the Commonwealth regarding Additional Restitution within twenty (20) days of such request.
8. Defendants may supply the Commonwealth with a written response regarding the specific consumer claims received.
9. Defendants agree that Additional Restitution shall be paid to the Commonwealth for consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of Defendants which occurred prior to the Effective Date.
10. The determination of whether a consumer shall receive Additional Restitution, the amount of any such restitution to be paid to such consumer, and the timing and manner of payments, shall be within the sole discretion of the Commonwealth.

11. The Commonwealth will provide Defendants with a list of validated claims submitted by consumers who are entitled to Additional Restitution, after which Defendants agree to pay the amounts of Additional Restitution to the Commonwealth within ten (10) days of the Commonwealth submitting the list of validated claims to Defendants.

#### **IV. Miscellaneous Terms**

A. Defendants shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts or conduct prohibited by this Consent Petition or for the purpose of circumventing this Consent Petition.

B. The Court of Common Pleas of Philadelphia County, Pennsylvania shall maintain jurisdiction over the subject matter of this Consent Petition and Defendants for purposes of enforcement of this Consent Petition and the Final Decree, Order or Judgment approving its terms.

C. Time shall be of the essence with regard to Defendants' obligations under this Consent Petition.

D. Nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

E. Murillo Sousa as officer of Max Contractors Inc. d/b/a Max Contractor Inc.; and owner, operator, and officer of MPS Home Improvement, LLC; and owner, operator, and officer of Skyline Contractor Imperium, LLC; and owner, operator, and officer of Clean Future General Construction LLC; and owner, operator, and officer of LMN General Construction LLC; and owner, operator, and officer of Easy Way Construction Limited Liability Company; hereby states

that he is authorized to enter into and execute this Consent Petition on their behalf, and further agrees to execute and deliver all authorizations, documents, instructions and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

F. Defendants agree to execute and deliver all authorizations, documents, instructions, and instruments which are necessary to carry out the terms and conditions of this Consent Petition, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

G. Nothing in this Consent Petition shall prevent or restrict its use by the Commonwealth in any action against Defendants for contempt arising from their failure to comply with any of its provisions, terms, or conditions. Nothing in this Consent Petition shall be construed to (i) exonerate any contempt or failure to comply with any of its provisions after the Effective Date, (ii) compromise or limit the authority of the Commonwealth to initiate a proceeding for any contempt or other sanctions for failure to comply, or (iii) compromise the authority of the Court of Common Pleas of Philadelphia County or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition. Further, nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interest of the Commonwealth or the people of the Commonwealth of Pennsylvania.

H. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder, and the Commonwealth reserves the right to attempt to execute upon the above-referenced injunctive and monetary relief as many times as is necessary in order to obtain full compliance and payment.

I. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original

counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

J. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

K. Defendants understand that if they, or others on their behalf, have made any false statement or representation to the Commonwealth, in or related to this Consent Petition, that such statement or representation is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

L. The Commonwealth and Defendants stipulate that the Final Decree, Order or Judgment of Court to be issued pursuant to this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law; and, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Final Decree, Order or Judgment accompanying it shall be sufficient cause for the Commonwealth, by its Attorney General, to seek penalties as provided in Section 201-8(a) of the Consumer Protection Law or any other relief as the Court shall determine appropriate. Defendants understand and agree that the Commonwealth may, in its discretion,

initiate such action pursuant to Section 201-8(a) via a petition for rule to show cause.

M. The parties hereto acknowledge and agree that this Consent Petition and all of its terms are subject to and contingent upon being approved by the Court of Common Pleas of Philadelphia County, Pennsylvania and entered as a Final Decree, Order or Judgment.

N. If any clause, provision or section of this Consent Petition shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Petition and the Consent Petition shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

O. Defendants shall not represent or imply that the Commonwealth acquiesces in, or approves of, Defendants' past or current business practices, efforts to improve their practices, or any future practices that Defendants may adopt or consider adopting.

**WHEREFORE**, without trial or adjudication of the facts or law herein among the parties to this Consent Petition, Defendants Max Contractors Inc., Murillo Sousa, MPS Home Improvement, LLC, Skyline Contractor Imperium, LLC, Clean Future General Construction LLC, LMN General Construction LLC, and Easy Way Construction Limited Liability Company, agree to this Court's signing and entry of a Final Decree, Order or Judgment ordering that:

1. Defendants shall be permanently enjoined from breaching any and all provisions in this Consent Petition; and
2. This Consent Petition resolves any and all civil claims under the Consumer Protection Law and HICPA between the Commonwealth of Pennsylvania, by its Attorney General, through the Bureau of Consumer Protection and Defendants, arising from the specific allegations in the Amended Complaint, except for those

rights expressly reserved herein.

**[SIGNATURES ON FOLLOWING PAGES]**

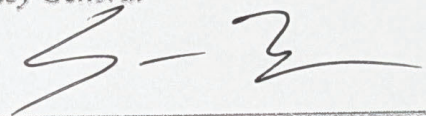
**WE HEREBY** consent to this *Consent Petition for Final Decree and Entry of Judgment*, evidenced by our signatures set forth below, and submit the same to this Honorable Court for the making and entry of a Final Decree, Order or Judgment of the Court on the dates indicated herein below.

**FOR THE PLAINTIFF:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.  
*Attorney General*

Date: 8/4/2026 By: \_\_\_\_\_

  
SHAWN BACHMAN  
Deputy Attorney General  
PA Attorney I.D. #325860  
Pennsylvania Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 534-2579  
sbachman@attorneygeneral.gov  
*Attorney for Plaintiff*

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

FOR THE DEFENDANTS:

MAX CONTRACTORS INC. d/b/a  
MAX CONTRACTOR INC.

Date:

6-10-26

By:



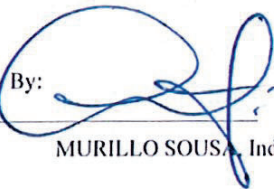
MURILLO SOUSA, Representative of MAX  
CONTRACTORS INC.

MURILLO SOUSA

Date:

6-10-26

By:



MURILLO SOUSA, Individually

Date:

6/12/26

By:



STEVEN J. CARROLL, ESQ.  
ROBERT MOZENTER LAW FIRM  
200 S. BROAD STREET, SUITE 610  
PHILADELPHIA, PA 19102  
OFFICE: (215) 985-4280  
FAX: (215) 985-4598  
*Attorney for Defendants*  
MAX CONTRACTORS INC. and  
MURILLO SOUSA

MPS HOME IMPROVEMENT, LLC

Date: 6-10-20

By:



MURILLO SOUSA, Representative of MPS HOME  
IMPROVEMENT, LLC

SKYLINE CONTRACTOR IMPERIUM, LLC

Date:

6-10-20

By:



MURILLO SOUSA, Representative of SKYLINE  
CONTRACTOR IMPERIUM, LLC

CLEAN FUTURE GENERAL CONSTRUCTION LLC

Date:

6-10-20

By:



MURILLO SOUSA, Owner CLEAN FUTURE GENERAL  
CONSTRUCTION LLC

LMN GENERAL CONSTRUCTION LLC

Date:

6-10-20

By:



MURILLO SOUSA, Owner LMN GENERAL  
CONSTRUCTION LLC

EASY WAY CONSTRUCTION LIMITED  
LIABILITY COMPANY

Date:

6-10-20

By:



MURILLO SOUSA, Owner EASY WAY CONSTRUCTION  
LIMITED LIABILITY COMPANY