

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) 560-2414  
Fax: (215) 560-2494  
sbachman@attorneygeneral.gov  
*Attorney for Plaintiff*

**THIS IS NOT AN ARBITRATION CASE**  
This case has been brought by the  
Commonwealth under the Pennsylvania  
*Unfair Trade Practices and Consumer  
Protection Law, 73 P.S. § 201-1, et seq.*  
**AN ASSESSMENT HEARING WILL BE  
REQUIRED**

**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF PENNSYLVANIA**  
**BY ATTORNEY GENERAL**  
**MICHELLE A. HENRY**

**Plaintiff**

**v.**

**MAX CONTRACTORS INC. d/b/a**  
**MAX CONTRACTOR INC.**  
7710 Castor Avenue  
Philadelphia, Pennsylvania 19152

**and**

**MURILLO SOUSA, a/k/a MURILLO DA COSTA**  
**SOUSA, MURILLO SOUSA DACOSTA,**  
**MURILLO DA COSTA, MURILLO COSTA**  
**individually and as officer of**  
**MAX CONTRACTORS INC. d/b/a**  
**MAX CONTRACTOR INC.**  
632 Camelot Ct.  
Cinnaminson, New Jersey 08077

**Term:** \_\_\_\_\_

**Case No.:** \_\_\_\_\_

**CIVIL ACTION - EQUITY**

Defendants :

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**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**Philadelphia Bar Association  
Lawyer Referral  
and Information Service  
1101 Market Street, 11<sup>th</sup> Floor  
Philadelphia, Pennsylvania 19107  
(215) 238-6333**

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas

expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

*Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.*

**Asociacion De Licenciados  
De Filadelfia  
Servicio De Referencia E  
Informacion Legal  
1101 Market St., 11th Piso  
Filadelfia, Pennsylvania 19107  
(215) 238-6333**

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) 560-2414  
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**Defendants**

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**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry (hereinafter “Commonwealth” and/or “Plaintiff”), which brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (hereinafter “Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law.

In support thereof, the Commonwealth respectfully represents the following:

**JURISDICTION**

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

## VENUE

2. Venue lies with this Court pursuant to Pa.R.Civ.P. 1006(a)(1) and (c)(1).

## THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Michelle A. Henry, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Max Contractors Inc., doing business as Max Contractor Inc. (hereinafter “MCI” and/or collectively one of the “Defendants”) is registered as a Pennsylvania business corporation with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with a registered business address of “United States Corporation Agents, Inc.” and, upon information and belief, is and/or was operating from 7710 Castor Avenue, Philadelphia, Pennsylvania 19152.

5. Defendant Murillo Sousa, also known as Murillo Da Costa Sousa, Murillo Sousa Dacosta, Murillo Da Costa, and Murillo Costa (hereinafter “Sousa” and/or collectively one of the “Defendants”) is and/or was an officer of Defendant MCI, and is an adult individual with a last known address of 632 Camelot Ct., Cinnaminson, New Jersey 08077.

## BACKGROUND

6. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, offering, selling, and performing home improvement services, as defined in Section 517.2 of the Pennsylvania *Home Improvement Consumer Protection Act*, 73 P.S. §§ 517.1, *et seq.* (hereinafter “HICPA”), specifically including, but not limited to, repair, remodeling, demolition, renovation, alteration,

conversion, modernization, improvement, rehabilitation, and/or construction for private residences for Pennsylvania consumers.

7. At all times relevant and material hereto, Defendant Sousa approved, endorsed, directed, ratified, controlled, and/or otherwise participated in the conduct alleged herein and the practices and operations of Defendant MCI, including those which constituted violations of the Consumer Protection Law and HICPA.

8. At all times relevant hereto, the unlawful acts and practices complained of herein were carried out pursuant to Defendant Sousa's direction and control, and Defendant Sousa directly participated in such unlawful acts and practices.

9. Defendant Sousa is and/or was an officer of Defendant MCI at all times relevant hereto.

10. Defendant MCI registered as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter "Bureau"), pursuant to HICPA, provided the address of 7710 Castor Avenue, Philadelphia, Pennsylvania 19152, and was assigned Home Improvement Contractor Registration Number PA163544, which was deactivated on or about November 23, 2021 due to Defendant Sousa's failure to cure inaccuracies, omissions, and/or other deficiencies with his application. A true and correct copy of the Bureau's November 23, 2021 letter notifying Defendant Sousa of Defendant MCI's deactivated registration is attached hereto and incorporated herein as Exhibit "A."

11. Defendant Sousa has used multiple business names to engage in conduct that violates the Consumer Protection Law and HICPA.

12. Defendant Sousa, at various times, engaged in trade or commerce using the name LMN General Construction LLC, Skyline Contractor Imperium LLC, Easy Way Construction

LLC, Clean Future General Construction, LLC, and MPS Home Improvement, LLC.

### **FACTS**

13. Defendants sold and entered into contracts with Pennsylvania consumers for various general contracting and home improvement services where the total cash price of all work agreed upon between Defendants and a consumer had a value of more than \$500.00.

14. Defendants' sales and contracts with Pennsylvania consumers were a result of, or in connection with, a contact or call on consumers at their residences either in person or by telephone.

15. Defendant Sousa personally visited consumers' homes to conduct consultations on home improvement projects on behalf of Defendant MCI.

16. Defendant Sousa, after consulting with consumers, personally arranged for the sale of home improvement services to consumers on behalf of Defendant MCI.

17. Defendant Sousa, after consulting with consumers, personally arranged for the sale of home improvement materials to consumers on behalf of Defendant MCI.

18. Defendant Sousa personally signed contracts and/or estimates for home improvement projects he sold to consumers on behalf of Defendant MCI.

19. Defendant Sousa was the primary contact person with consumers for home improvement projects he sold to consumers on behalf of Defendant MCI.

20. In at least one instance, Defendants accepted substantial advance payment from a consumer for a home improvement project but, without justification, never began the agreed-upon work.

21. In certain instances, Defendants began home improvement projects but, without justification, failed to complete the agreed-upon work or completed the work in a shoddy,



unworkmanlike manner.

22. In certain instances, Defendant Sousa personally made promises and assurances to consumers that their complaints regarding deficient and/or incomplete work would be satisfied and the issues would be remedied, and then failed to satisfy the complaints and/or remedy the issues about which consumers complained.

23. Consumer questions, complaints, and refund requests regarding Defendant MCI were made directly to Defendant Sousa via his cell phone number and email address, among other methods.

24. Defendant Sousa personally responded to consumer questions, complaints, and refund requests on behalf of Defendant MCI.

25. In at least one instance, Defendant Sousa personally refused to offer or provide a refund to a consumer for deficient and/or incomplete work performed by Defendants and/or their subcontractors.

26. In certain instances, Defendants failed to utilize contracts which complied with the requirements of Section 517.7 of HICPA. True and correct copies of various contracts and an estimate used by Defendants at various times relevant hereto are attached hereto and incorporated herein as Exhibits "B," "C," "D," and "E."

27. In certain instances, Defendants' contracts failed to comply with the requirements of Section 517.7(a)(5) of HICPA, as Defendants only provided a mail box service number for their address as contractors.

28. For example, Defendants' contract in one instance only provided the address "737 Bainbridge st. 6220, Philadelphia [sic] Pennsylvania 19147," which is an address for a "fishbox" mail box service. See Exhibit "B" at 1.

29. Defendants similarly only provided this “fishbox” mail box service address of “737 Bainbridge St. #6220 Philadelphia, PA 19147” in an estimate. See Exhibit “C” at 1.

30. Defendants similarly only provided the “fishbox” mail box service address of “737 Bainbridge St. 6220, Philadelphia Pennsylvania 19147” in contracts. See Exhibit “D” at 1, Exhibit “E” at 1.

31. In certain instances, Defendants’ contracts failed to comply with the requirements of Section 517.7(a)(3) of HICPA, as Defendants failed to provide all required notices.

32. In certain instances, Defendants’ contracts failed to include the notices required by Sections 201-7(b) and (c) of the Consumer Protection Law, as Defendants failed to complete the “Notice of Cancellation” with the name of Defendants as seller, the address of Defendant’s place of business, the date of the transaction, or the date by which a buyer can give notice of cancellation. See Exhibit “B” at 9, Exhibit “D” at 8, and Exhibit “E” at 9.

33. On January 13, 2022, criminal charges were filed in Delaware County against Defendant Sousa, including for Receiving Advance Payment for Services and Failing to Perform, as prohibited by Section 517.8(a)(2) of HICPA.

34. The docket for this Delaware County case, docket number CP-23-CR-0002004-2022, reflects that on February 13, 2023, the charge for Receiving Advance Payment for Services and Failing to Perform was changed to Theft by Deception, and that Defendant Sousa entered a plea of guilty to that charge. See Exhibit “F” at 2-3.

35. On March 21, 2022, criminal charges were filed in Philadelphia County against Defendant Sousa, including for Theft by Deception and Deceptive Business Practices.

36. The docket for this Philadelphia County case, docket number CP-51-CR-0002255-2022, reflects that on December 1, 2022, the charges against Defendant Sousa were

dismissed upon satisfaction or agreement in accordance with Pa.R.Crim.P. 586. See Exhibit “G” at 3-4.

37. The Bureau has received a number of consumer complaints against Defendants. The following are examples of what has been alleged in certain complaints submitted by consumers to the Bureau:

- a. On or about April 26, 2021, consumer J.C.<sup>1</sup> entered into an agreement with Defendants for a second story addition and kitchen renovation, for a total price of \$176,057.00, and paid Defendants a deposit of \$20,000.00. The work was to be completed by July 19, 2021. On or about May 10, 2021, J.C. paid Defendants \$24,014.25. On or about May 24, 2021, J.C. and Defendants agreed to a change order that increased the total price by \$5,500.00 to \$181,557.00. On or about May 25, 2021, upon Defendants’ request, J.C. made an early payment to Defendants of \$46,264.25. Although, per the contract, this payment was to be made after “Rough is Done,” it was paid after demolition was finished and framing was started. On or about July 23, 2021, upon Defendants’ request, J.C. made another early payment to Defendants of \$46,014.25. Although, per the contract, this payment was to be made “After Drywall,” it was paid while rough electrical and rough plumbing had just begun. This payment was made due to Sousa’s representation that the final material orders must be placed due to a 38% increase in price of material coming up in the following week, Sousa’s guarantee that “we will be ready for drywall next week [week of 7/26/2021],” and Sousa’s statement to “trust me, I’m not going anywhere.” By September 2021, the work remained incomplete, including the lack of a kitchen, drywall, siding, and windows. The work that was supposedly completed by Defendants was substandard and defective, including framing requiring repair, electrical, plumbing, and HVAC

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<sup>1</sup> In the interests of protecting the privacy of the complainants, the Commonwealth is referring to each consumer complainant by their initials.

needing to be re-installed where Defendants never obtained permits or inspections, and damage to windows, screens, and drywall. Defendants indicated they would not finish the job, and refused to provide J.C. with a refund for the work Defendants failed to complete. After Defendants abandoned the project, J.C. incurred substantial costs to remedy Defendants' inferior, defective, and incomplete work. It was not until after J.C. filed a complaint with the Bureau that Defendants agreed to a partial refund.

- b. On or about April 12, 2021, consumer P.A. entered into an agreement with Defendants for a "whole-house rehab" project which included 3 bathrooms, 2 kitchens, living room, 2 bedrooms and a den, including structural and framing, plumbing, electrical and finish material (sheetrock, tile, hardwood flooring)—everything except painting—for a total price of \$90,885.00 and paid Defendants \$23,000.00 as an initial down payment deposit. All work was to be finished by the end of July 2021. On or about July 14, 2021, upon request of Defendants, consumer P.A. paid Defendants \$4,500.00 via a cash deposit for licenses and permits after Defendants indicated they did not have the cash to cover these expenses, even though Defendants were supposed to pay these costs per the contract. In August 2021, Defendants provided a proposal to replace the roof of the structure, which was not required by the structural or architectural engineers, and would have required additional payments to Defendants. After consumer P.A. declined Defendants' unnecessary additional roof proposal, Defendants abandoned the entire project. As of October 2021, the framing work was not completed, and the project remained abandoned by Defendants. The small amount of framing that was done was shoddy, substandard, and defective (i.e., not to design, not workmanlike, not level, plumb or square, etc.). The existing electrical and plumbing was destroyed and Defendants' shoddy work left the structure in a dangerous condition. Defendants did not respond to consumer P.A.'s phone calls or

texts. Defendants' work was so inferior that any attempt at remediation would require the removal of the work done by Defendants and then starting over with the project. Consumer P.A. was forced to sell the property. All work performed by Defendants has since been removed as substandard and unusable by the new property owners.

- c. On or about March 28, 2021, consumer S.S. entered into an agreement with Defendants to put in two dormers on her roof to create two closets and a bedroom, add an addition to the back of her house which would become a new kitchen, and convert the existing kitchen into a dining room with a new floor, for a total price of \$52,700.00. All work was to be completed by May 27, 2021. On or about March 30, 2021, consumer S.S. paid Defendants \$13,171.75. On or about May 8, 2021, S.S. paid Defendants \$13,171.75. On or about May 19, 2021, S.S. paid Defendants \$13,171.75. Consumer S.S. was told that Defendant Sousa had applied for permits, as Defendants were required to per their contract, and S.S. assumed Sousa had obtained them. Only after the addition was being put up, over a week into a job that was to take four weeks, did S.S. learn that Defendants did not have permits. S.S. caught multiple mistakes in Defendants' work, including the work not being up to code, a window that would have been too low for a cabinet and counter to be installed under it, a door frame put in the wrong place, dormer windows placed improperly, material out of alignment, a punctured gas line, failure to install a header where the old structure and new addition were connected (leaving the floor upstairs without proper support), a leaking roof, and defects causing water to drip into the addition and dormer and form puddles when it rained. Defendants never completed the project and abandoned it. The work that was performed by Defendants was substandard and defective, and S.S. incurred substantial costs to finish the kitchen and repair the roof and siding to stop the leaks. One contractor who inspected Defendants' work noted that it was inadequate, not up to code, and structurally

unsound, including window headers notched to almost nothing because the wrong size windows were used, the failure to install a structural beam after the masonry wall on the first floor was removed, improper framing of the two second floor dormers with no support beam in place, improper framing of the first floor kitchen addition with undersized roof framing and improper pitch for water run-off, and “[t]oo many issues to list them all. All of the work must be removed and start over. \*The work that was performed made the house uninhabitable and in eminent danger of collapsing\*[,]” S.S. was unable to afford the full amount of work required by other contractors to remedy Defendants’ substandard work. Defendants refused to refund any money to consumer S.S. As of March 20, 2022, Consumer S.S.’s roof was still leaking in a few spots because it was not attached properly to the original structure, and the dormer roof structure was not properly constructed. Additionally, the dormer remained structurally unsound as it was not attached to the previously standing structure properly, leaving the dormer susceptible to collapse without temporary walls.

- d. On or about April 14, 2021, consumer D.C. entered into an agreement with Defendants to install drywall in, and insulate, a two-car garage, for a total price of \$7,500.00 and D.C. paid Defendants \$1,875.00 as an initial down payment deposit. Work on this project was to start on or before April 30, 2021, and all work was to be completed by May 14, 2021. Defendants failed to start the work by April 30, 2021, but promised D.C. they would start the next day. Defendants never started the work and failed to respond to D.C.’s multiple attempts to communicate with Defendants. On or about May 5, 2021, D.C. learned that Defendants would not be able to start the work until May 11, 2021, when the entire project was supposed to be completed by May 14, 2021. D.C. cancelled the contract and requested a refund as it was apparent it was impossible for Defendants to complete the work as promised. D.C. followed up with

Defendants several times, and on or about May 7, 2021, Defendants claimed a refund check was mailed out to D.C. Consumer D.C. did not receive this refund check. D.C. followed up with Defendants several times, even offering to pick up any refund check at Defendants' place of business, but Defendants never responded. D.C. involved local law enforcement, and Defendants promised a refund would be provided by June 4, 2021. Two weeks later, D.C. had still not received a refund from Defendants for the work that was never started. It was not until after D.C. filed a report with local law enforcement that Defendants eventually issued a refund.

38. The Commonwealth believes and therefore avers that there may be additional consumers who have not submitted complaints to the Bureau and who have also been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, those as alleged herein.

39. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of the Defendants, as complained of herein and as hereinafter set forth. Further, the Commonwealth requests restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law and HICPA.

**COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA**  
**DEFENDANTS FAILED TO COMPLETE PROJECTS OR FAILED TO COMPLETE PROJECTS IN A PROFESSIONAL, WORKMANLIKE MANNER**

40. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

41. Section 517.8(a)(2) of HICPA prohibits, in part, receiving any advance payment for performing home improvement services and failing to perform such services and failing to

return the payment received for such services. 73 P.S. § 517.8(a)(2).

42. Section 517.9(5) of HICPA prohibits abandoning or failing to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor. 73 P.S. § 517.9(5).

43. Defendants entered into contracts with Pennsylvania consumers for various general contracting and home improvement services.

44. Defendants received substantial payments from consumers for home improvement and renovation work to be performed on their homes and then, in certain instances, failed to perform and/or abandoned, without justification, the agreed-upon work.

45. For instance, consumer J.C., whose narrative is described in paragraph 37.a., herein above, contracted with Defendant MCI, through Defendant Sousa, on a job involving the construction of a second story addition and a kitchen renovation. Consumer J.C. made multiple payments to Defendants, including payments made early at Defendants' request, only for Defendants to abandon the project prior to completion and refuse to provide consumer J.C. with a refund for the work that Defendants failed to complete.

46. In certain instances where Defendants supposedly completed some of the contracted-for home improvement work, Defendants failed to perform the work in a workmanlike manner and/or failed to perform work to the quality or standard promised.

47. For instance, consumer S.S., whose narrative is described in paragraph 37.c., herein above, contracted with Defendant MCI, through Defendant Sousa, for the construction of two dormers on her roof to create two closets and a bedroom, an addition to the back of her house which would become a new kitchen, and the conversion of the existing kitchen into a dining room with a new floor. Not only did Defendants abandon and fail to complete the project,



but the portion of the work that Defendants supposedly completed was so substandard and defective that consumer S.S. incurred substantial costs for third-party repair attempts, including for structural defects that left the house in eminent danger of collapsing, and defects that left water dripping into and puddling inside the house.

48. Defendants' failure to complete contracted-for home improvement projects and failure to provide refunds violated Section 517.8(a)(2) and Section 517.9(5) of HICPA.

49. Section 517.10 of HICPA states that a violation of any of the provisions of HICPA shall be deemed a violation of the Consumer Protection Law. 73 P.S. § 517.10.

50. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(vii), which prohibits representing 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; and
- b. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(vii) and (xxi).

51. The Commonwealth alleges that all of the practices described above were performed willfully.

52. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as

well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA, and any amendments thereto, including, but not limited to:
  1. Receiving any advance payment for performing home improvement services or providing home improvement materials and failing to perform or provide such services or materials when specified in the contract, and failing to return the payment received for such services or materials which were not provided, as prohibited by of Section 517.8(a)(2) of HICPA;
  2. Abandoning or failing to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor, as prohibited by Section 517.9(5) of HICPA;
  3. Representing 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, as prohibited by Section 201-2(4)(vii) of the Consumer Protection Law; and

4. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law and/or HICPA, and any amendments thereto;

D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

F. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as defined in HICPA, and enjoining Defendants, and all other persons acting on their behalf, from applying for registration, in any capacity, as a home improvement contractor under Section 517.4 of HICPA;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

**COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA**  
**DEFENDANTS’ CONTRACTS FAILED TO COMPLY WITH THE REQUIREMENTS**  
**OF SECTION 517.7 OF HICPA**

53. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

54. Under Section 517.7 of HICPA, home improvement contracts are not valid or enforceable against consumers unless the contract includes, among other things:

- a. the entire agreement between the owner and the contractor, including attached copies of all required notices, as required by Section 517.7(a)(3) of HICPA;
- b. the name, address (post office box number alone is insufficient), and telephone number of the contractor, as required by Section 517.7(a)(5) of HICPA;

73 P.S. §§ 517.7(a)(3) and (5).

55. Under Section 201-7 of the Consumer Protection Law, a “Notice of Cancellation” form is to be attached to the contract and easily detachable, and before a copy is furnished to the consumer, is to be completed with the name of the seller, the address of the seller’s place of business, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which a buyer can give notice of cancellation. 73 P.S. §§ 201-7(b) and (c).

56. Defendants entered into contracts having a sale price of Twenty-Five and 00/100 Dollars (\$25.00) or more with certain consumers as a result of contact with consumers in their homes, for contracts to perform home improvement services. See Exhibits “B,” “D,” and “E.”

57. In certain instances, Defendants' contracts failed to provide the entire agreement between the owner and the contractor, including attached copies of all required notices. See Exhibits "B," "D," and "E."

58. In certain instances, Defendants' contracts failed to include the notices required by Sections 201-7(b) and (c) of the Consumer Protection Law, as Defendants failed to complete the "Notice of Cancellation" with the name of Defendants as seller, the address of Defendant's place of business, the date of the transaction, or the date by which a buyer can give notice of cancellation. See Exhibit "B" at 9, Exhibit "D" at 8, and Exhibit "E" at 9.

59. In certain instances, Defendants' contracts failed to provide a valid address, as Defendants only provided a mail box service number for their address as contractors. See Exhibit "B" at 1, Exhibit "C" at 1, Exhibit "D" at 1, and Exhibit "E" at 1.

60. Defendants' failure to utilize contracts which included all of the aforementioned requirements violated Section 517.7 of HICPA.

61. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

62. The aforesaid acts and practices constitute unfair and deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of 73 P.S. §§ 201-3 and 201-2(4)(xxi).

63. The Commonwealth alleges that all of the practices described above were performed willfully.

64. The Commonwealth believes that the public interest is served by seeking before

this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA and any amendments thereto, including, but not limited to:

1. Failing to include the entire agreement between the owner and the contractor, including attached copies of all required notices, as required by Section 517.7(a)(3) of HICPA;
2. Failing to include the name, address (post office box number alone is insufficient), and telephone number of the contractor, as required by Section 517.7(a)(5) of HICPA;
3. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law; and

4. Failing to include the completed Notice of Cancellation attached to the contract, as required by Section 201-7(b)(2) and (c) of the Consumer Protection Law.

C. Prohibiting Defendants from otherwise violating the Consumer Protection Law and/or HICPA and any amendments thereto;

D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

F. Permanently enjoining Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania as a home improvement contractor, as defined in HICPA, and enjoining Defendants, and all other persons acting on their behalf, from applying for registration, in any capacity, as a home improvement contractor under Section 517.4 of HICPA;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY  
ATTORNEY GENERAL

Date: 4/6/2023

By: /s/ Shawn Bachman  
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) 560-2414  
sbachman@attorneygeneral.gov  
*Attorney for Plaintiff*



## CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 4/6/2023

By: /s/ Shawn Bachman  
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) 560-2414  
sbachman@attorneygeneral.gov  
*Attorney for Plaintiff*

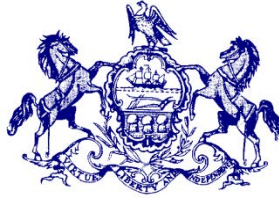
**VERIFICATION**

I, Jordon Foley, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Commonwealth in the within action. I hereby verify that the facts set forth in the foregoing *Complaint* are true and correct to the best of my knowledge, or information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 4/5/23

  
\_\_\_\_\_  
Jordon Foley  
*Consumer Protection Agent*

# **EXHIBIT A**



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

November 23, 2021

Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 787-9707

**BY ELECTRONIC MAIL TO:** [MAXCONSTRUCTIONLLC2021@GMAIL.COM](mailto:MAXCONSTRUCTIONLLC2021@GMAIL.COM)

Max Contractor, Inc.  
Murillo Sousa

Re: \*\*\*\*\***NOTICE OF HICPA DEACTIVATION**\*\*\*\*\*  
HICPA Contractor Registration No. PA163544  
File No. BCP-21-20-000408

Dear Mr. Sousa:

This letter concerns the information provided on your application for registration as a home improvement contractor under Pennsylvania's Home Improvement Consumer Protection Act, 73 P.S. § 517.1, *et seq.* ("HICPA"). Previously, on October 14, 2021, a communication was sent to you regarding your registration application. You were advised, at that time, that your registration may contain inaccuracies or omissions which needed to be corrected; and you were given 30 days to address these deficiencies.

In addition to other things, specifically, we requested that you provide us with:

- A valid certificate of insurance.

On October 28, 2021, Administrative Assistant Manager Kristen Getic sent an electronic mail message ("email") to the address at which you indicated you wished to receive notifications from our office. Attached to such email was a copy of the referenced letter, again asking for an answer to our inquiry. Manager Getic also sent a reminder email on November 10, 2021.

You failed to respond to these requests for validation of the information provided in your application for registration. In addition, Section 517.4(c) of HICPA requires contractors to "update the information required to be included in the contractor's application for registration within 30 days after any change in the required information." 73 P.S. § 517.4(c). You failed to do so.

**As a result, you have failed to register as required by HICPA, a prohibited act under Section 517.9(1) of the law, 73 P.S. § 517.9(1). Your application, HICPA Registration No. PA163544 and its certificate have, therefore, been deactivated.**

This letter serves as formal notice that offering or performing home improvements in the Commonwealth of Pennsylvania in the absence of a valid registration certificate under HICPA will be deemed willful violations of it and the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”). Should such violations occur, our office may pursue all appropriate action provided under the above-referenced statutes.

Should you decide to register in the future, you will be required to submit a new application and application fee. Please note that applying for a certificate of registration now or in the future will result in the generation of a new HICPA registration number. Such an application does not excuse any violations of HICPA that may have already occurred. Additionally, applying now or in the future, but failing to provide complete and accurate information on such application, may be cause for immediate deactivation. A copy of HICPA, the Consumer Protection Law and additional information can be found on our website at <https://www.attorneygeneral.gov>.

Very truly yours,

/s/ Sarah A. E. Frasch

SARAH A. E. FRASCH  
Chief Deputy Attorney General  
Director, Bureau of Consumer Protection

# **EXHIBIT B**

## Home Improvement Contract

**This Contract is between:** [REDACTED] Crum Lynne, Pennsylvania 19022, [REDACTED] (the "Owner"), and Max Contractor Inc , 737 Bainbridge st. 6220, Philadelphia Pennsylvania 19147, 8568136230 (the "Contractor"), who is licensed in the state of Pennsylvania under Pennsylvania Home Improvement Registration number Pa163544.

Date of Agreement: April 14, 2021

**Project Address:** [REDACTED] Crum Lynne Pennsylvania 19022

### **Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.**

**Project Description:** Scope is attach in the estimate #1192

**List of materials to be used:** A list of materials to be used is attached to this Contract.

**List of job specifications in detail:** A list of job specifications is attached to this Contract.

PLEASE NOTE: Once this contract is signed, the Specifications cannot be changed without a written change order signed by the owner/customer and the Contractor.

**Payment.** Payment shall be made to Max Contractor Inc , Philadelphia, Pennsylvania 19147.

**Total sales price including all labor and materials:** \$7,500.00

A) Down payment monies to be advanced: \$1,875.00

B) Amount to be advanced for special order materials: \$0.00

TOTAL DOWN PAYMENT (A&B above): \$1,875.00

IF THE TOTAL SALES PRICE EXCEEDS \$5,000, THE DEPOSIT SHALL NOT EXCEED 1/3 OF THE TOTAL SALES PRICE OR 1/3 OF THE TOTAL SALES PRICE, PLUS THE COST OF ANY SPECIAL ORDER MATERIALS.

[REDACTED] agrees to pay Max Contractor Inc as follows:

25 % when Sign Contract

25% When Rough is done

25 % After Drywall

25 % when the job are completed

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 15 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Max Contractor Inc shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if [REDACTED] fails to pay for the Services when due, Max Contractor Inc has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

## ***TERMS AND CONDITIONS***

### **1. Licensing**

Contractor warrants that [he or she] currently holds a valid license under the laws and statutes of the State of Pennsylvania.

### **2. Approximate Start Date**

Contractor shall commence work under this Contract on or before April 30, 2021. Contractor shall be deemed to have substantially commenced work when Contractor moves equipment onto the jobsite. If Contractor fails to substantially commence work within 30 days from the approximate date of commencement, Owner may delay the succeeding payment due to Contractor for a period of time equal to that of the delay in commencement of work. Allowance in approximate commencement and completion dates shall be made for any delays attributable to circumstances beyond Contractor's control.

### **3. Approximate Completion Date**

Work under this agreement will be substantially complete on or before May 14, 2021.

### **4. Drawings, Specifications, and Permits**

The project will be constructed according to the drawings and specifications contained in this Contract or any attachments, incorporated into this Contract by reference, which have been examined by Owner and which have been or may be signed by the parties to this Contract. Unless otherwise specifically provided in the drawings or specifications, Contractor will obtain and pay for all required building permits and Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities including charges for sewer and storm drain reimbursement, revolving funds, hookup, and other similar charges.



Owner will locate and point out the property lines to Contractor, and will engage a licensed land surveyor to provide boundary stakes if Owner is in doubt as to property boundaries. Owner assumes all responsibility for the accuracy of the boundary markers. Owner shall give copies of any restrictions, easements, or rights of way to Contractor before work is commenced.

Unless otherwise specified, work does not include any changes or alterations from the drawings or specifications that may be required by any public body, utility, or inspector. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of governmental agencies having jurisdiction over same. The cost of any alteration undertaken to comply with any such requirements shall be in addition to the Contract price specified herein.

## **5. Property Lines**

Unless otherwise specified, Owner will provide all water, sewer, gas, and electric utilities from the point of entry at Owner's property line or, if metering devices are required, to those devices. In compliance with federal and state law, Owner agrees to make drinking water and toilet facilities available to all workers or to compensate Contractor for the cost of rented facilities. Owner agrees to provide the electricity that Contractor requires at the jobsite to complete the work.

## **6. Access to Work**

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite in a manner adequate to prevent persons other than Owner, Contractor, and any authorized workers or material suppliers from gaining access to that site. Contractor shall be responsible, at the end of every workday, for storing all equipment and materials in the facilities provided by Owner. Contractor shall not be liable for damage to driveways, walks, lawns, shrubs, or other vegetation by movement of trucks, workers, equipment, materials, or debris.

Contractor shall keep Owner advised as to the hours during which work is scheduled to be performed at the jobsite. If Owner denies access to any worker or supplier of materials during scheduled working hours, then Owner will be deemed in breach of this Contract and subject to liability for any damages caused by the breach.

## **7. Financing**

Owner is responsible for obtaining all financing that is or may be necessary to fund the work specified in this Contract. Owner represents that Owner has sufficient funds or has arranged sufficient financing to comply with this Contract.

## **8. Hazardous Materials**

Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including asbestos, is not Contractor's responsibility under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the work. Such work shall be considered Extra Work under Paragraph 13.

## **9. Work Allowance, Conflict, and Abnormal Conditions**

There shall be a reasonable allowance on all dimensions specified in work plans. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints, etc., and the terms of this Contract, then this Contract shall be controlling. Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth requirements, such as, but not limited to, conditions caused by poor soil, lack of compaction, hillside, or other slope conditions. Contractor may, but is not obligated to, correct those conditions. All work necessary to correct abnormal conditions that is required by public bodies shall constitute an extra work item and the cost shall be in addition to the Contract price specified herein.

## **10. Change Orders, Amendments, and Modifications**

Any subsequent amendment, modification, or Contract, which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract.

## **11. Preparation, Work, and Material**

Unless agreed on in writing between Contractor and Owner and included in this Contract under "Specifications", this Contract does not include painting and preparation, filling, finishing, grading, retaining walls, new or relocated gutters and downspouts, screen doors, stair railings, or weather stripping. Contractor shall have the option of selecting all floor coverings.

## **12. Extra Work and Changes**

If Owner, Construction Lender, or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contract price in addition to Contractor's usual fee for overhead and profit. Owner shall make payments for all extra work as that work progresses, concurrently with regularly scheduled payments. Contractor shall do no extra work without the prior written authorization of the Owner. Any authorization for extra work shall show the agreed terms and shall be approved and signed by both parties.

### **13. Plumbing**

Unless specifically authorized by this Contract, Contractor shall not change plumbing, gas, waste, or water lines outside of the foundation of an existing building. Unless otherwise specifically provided for, this Contract does not cover work done on cesspools or septic tanks. The Contract price does not include rerouting, relocation, or replacement of vents, pipes, ducts, or conduits not shown, or pipes that may be encountered in areas of alteration or excavation.

### **14. Electrical Service**

Unless specifically included in this Contract, electrical work shall not involve a change to any existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. This Contract does not include changes to existing wiring in areas undisturbed by alterations. All existing electrical wiring systems are assumed to be, and Owner represents them to be, adequate to carry the load imposed by existing work. Any work necessary to correct these existing conditions shall be an extra work item subject to Paragraph 13 of this Contract.

### **15. Plaster**

Contractor calls Owner's attention to, and Owner acknowledges, the limitations of patching plaster. While Contractor shall make every effort to match existing textures, colors, and planes, exact duplication is not promised.

### **16. Filled Ground or Rock**

Unless this Contract specifically provides otherwise, excavating does not include work on filled ground, ground of inadequate bearing capacity, or rock or any other material not removable by ordinary hand tools. This work shall be an extra work item subject to Paragraph 13 of this Contract.

### **17. Termite Work**

Contractor is not obligated to perform any work to correct damage caused by termites or dry rot. Any such work shall be an extra work item subject to Paragraph 13 of this Contract.

### **18. Removal of Material and Debris**

Except for items designated by Owner in writing prior to the commencement of construction, Contractor shall dispose of all material removed from structures in the course of alteration. Contractor shall remove all construction debris on termination of work and shall leave the premises in neat, broom-clean condition.

## **19. Extra Time**

Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; extra work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

## **20. Liability Insurance for Personal Injury and Insurance for Property Damage**

Except as otherwise provided by law or regulation, Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount not less than \$50,000. The current amount of insurance coverage maintained by Contractor at the time of signing the contract is: A) Personal Injury - \$1,000,000.00; and B) Property Damage - \$1,000,000.00.

## **21. Workers Compensation Insurance**

Contractor shall carry workers compensation insurance to protect Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees, persons under Owner's direction, and persons on the jobsite at Owner's invitation.

## **22. Protection of Owner's Property**

Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, carpets, rugs, drapes, furniture, shrubs, and plantings. Contractor shall not be held responsible for damage to or loss of any items of personal property.

## **23. Guarantee of Materials and Workmanship**

Contractor does not guarantee any materials, equipment, assemblies, or units that Contractor has purchased or will purchase as part of the work covered by this Contract. All of these items are subject to manufacturers or processor's guarantees or warranties.

## **24. Work Stoppage**

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due. If the work is stopped, for any reason, for a period of 60 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including Contractor's normal overhead plus a profit of 10 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage, warpage, racking, or loss of that material.

## **25. Completion and Occupancy**

Owner agrees to sign and record a Notice of Completion within five days after the project is completed and ready for occupancy. If Owner fails to record the Notice of Completion, then Contractor shall, as Owner's agent, sign and record a Notice of Completion on Owner's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor may bar occupancy of the project by Owner or anyone else until Contractor has received all payments due under this Contract and until the appropriate Notice of Completion has been recorded. Use and/or occupancy shall constitute completion. If a funding control service is used, then Contractor and Owner agree that the funding control service shall be appointed as Owner's agent to sign and record a Notice of Completion on Owner's behalf.

## **26. Notice**

Any notice required or permitted under this Contract may be given by ordinary or electronic mail at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

## **27. Integration Clause**

This document and all documents incorporated by reference constitute the parties' entire Contract. This Contract contains the entire agreement between the parties and the parties agree that all attachments and required notices are attached hereto. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties.

This Contract shall be construed in accordance with, and governed by, the laws of the State of Pennsylvania.

## **28. Corrective or Repair Work**

If minor items of corrective or repair work remain to be accomplished by Contractor after the project is ready for occupancy, Contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of that work.

If major items of corrective or repair work remain to be accomplished after the building is ready for occupancy, and the aggregate cost of that work exceeds one percent of the gross Contract price, then Owner, pending completion of the work, may withhold payment of a sufficient amount to pay for completion of the work, but shall not withhold any greater amount.

**29. Attorneys' Fees**

In the event of any arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

**30. The Pennsylvania Bureau of Consumer Protection**

The Pennsylvania Bureau of Consumer Protection may be contacted at 888-520-6680 where a caller can obtain information as to whether a contractor is registered with the bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**31. Right of Rescission**

The owner may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

**32. Signatories**

This Contract shall be executed by the homeowner, [REDACTED], and by the contractor, Max Contractor Inc . The Contract shall be effective as of signing.

This Home Improvement Contract is executed and agreed to by:

*Murillo Costa* \_\_\_\_\_

Murillo Costa  
cleanconstructioninfo@gmail.com  
April 13, 2021 at 11:41 pm  
Recorded at IP 71.226.214.215

[REDACTED] \_\_\_\_\_

[REDACTED]  
April 14, 2021 at 05:50 pm  
Recorded at IP [REDACTED]

## Pennsylvania Notice of Cancellation

Today's date: \_\_\_\_\_, 20\_\_\_\_. You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to \_\_\_\_\_ (name of Contractor/Seller) at \_\_\_\_\_ (address of Contractor's/Seller's place of business) not later than midnight of \_\_\_\_\_ 20\_\_\_\_ (date of last day to cancel).

I hereby cancel this transaction.

..... (Date) ..... Buyer's (Owner's) Signature

# **EXHIBIT C**





**Max Constructors Inc**  
 737 Bainbridge St. #6220  
 Philadelphia, PA 19147 US  
 +1 8568136230  
 cleanconstructioninfo@gmail.com

# Estimate

**ADDRESS**

[REDACTED]  
 Ridley Park, PA 19078

**ESTIMATE #** 1202  
**DATE** 04/22/2021

ACTIVITY	QTY	RATE	AMOUNT
<b>Demo</b> - Demo 2 walls in the second floor in order to enlarge the kitchen - Demo Second floor roof , deck and subfloor - Cover the entire First floor the prevent water or other damage  Contractor will provide dumpster	1	13,452.00	13,452.00
<b>- Framing</b> Scope - Frame New sub Floor using 2x10s - Install new 3/4" Plywood for the subfloor - Build 2x6" exterior walls and 2x4" Interior walls - Install outside sheathing - Build 2x8" roof rafters - Install 1/2 " Roof Plywood - Frame new Wood Fascia	1	30,125.00	30,125.00
For walls And details Follow the homeowner Drawings			
<b>Windows</b> Install New Windows For the second Floor Addition ( vinyl )	8	350.00	2,800.00
<b>ROOF SHINGLES ( GAF TIMBERLINE )</b> - Install 50 Years Timberline Roof Shingles ( New addition only )	17	450.00	7,650.00
<b>Siding</b> - Install New Vinyl Siding to match the existing . - Cap all Windows and Fascia ( Second Floor Addition only )	1	13,980.00	13,980.00
<b>Re-wire Home</b> Home is in need of re-wire the Second Floor Addition Price includes making all necessary adjustments to bring the home to local code. Price does include light fixtures, electrical panel, outlet/switch plate covers, or light bulbs.	1	9,450.00	9,450.00
<b>Re-plumb Home</b> Home is in need of re-plumb the Second Floor . Bid is to install all new plumbing to bring home to livable condition and to code. - 2 Bathrooms in the Second Floor and a power Room in the first floor	1	11,452.00	11,452.00
<b>HVAC</b>	1	13,780.00	13,780.00

ACTIVITY	QTY	RATE	AMOUNT
Install New HVAC System through the Existing house and the new Addition			
<b>Insulation</b>	1	5,490.00	5,490.00
- R-20 For exteriors Walls			
- R-19 For the Ceiling			
<b>Drywall Repair</b>	1	13,462.00	13,462.00
Install new 1/2" Drywall Second Floor and Repairs in the first floor . Includes mud, tape, and finish application. Repair will be taken care of after all utility repairs have been addressed.			
<b>KITCHEN</b>	1	16,285.00	16,285.00
- Including cabinets, countertops ( Quartz ) , faucet, sink, trim.			
<b>Base/Trim</b>	1	4,510.00	4,510.00
Install New trim throughout the interior ( Second Floor ) . Trim thickness will match existing unless otherwise specified by the client. Trim paint included in "Interior Paint" line item.			
<b>Interior Doors</b>	13	280.00	3,640.00
Install new 6-panel interior door unless otherwise specified by client.			
<b>Hardwood Installation</b>	1	5,600.00	5,600.00
Install new natural color hardwood flooring unless otherwise specified by the client. ( Match the Existing )			
<b>Ceramic Tile</b>	1	6,480.00	6,480.00
Install new neutral beige ceramic tile (shower Walls And Floor ) with light gray grout. Price includes all subfloor prep to restore level surface prior to new flooring being placed.( unless otherwise specified by client.) Addition Only			
<b>Toilet</b>	3	190.00	570.00
Install new toilet (Kohler brand).			
<b>Bathroom Vanity (24"-36")</b>	2	450.00	900.00
Install bathroom vanity with new 24"/36" non-white vanity with square sink and 2-handle faucet.			
<b>Tub / Shower (With Tile Surround</b>	2	590.00	1,180.00
Install new bathtub/shower base with neutral beige tile surround.			
<b>Gutters/ Downspouts</b>	1	2,450.00	2,450.00
Install new gutters and downspouts with new gutters/downspouts to match existing.			
<b>Interior Paint</b>	1	10,451.00	10,451.00
Paint the interior of the home using a two-tone scheme with beige walls, white ceilings, and semi-gloss trim (list SF here - does not include basement or garage)			
<b>Backsplash</b>	1	2,350.00	2,350.00
Install neutral backsplash to accent the cabinetry/counter tops installed.			
TOTAL			<b>\$176,057.00</b>

Accepted By

Accepted Date

# **EXHIBIT D**

## Home Improvement Contract

**This Contract is between:** [REDACTED] Ridley Park, Pennsylvania 19078, [REDACTED] (the "Owner"), and Max Contractors Inc, 737 Bainbridge St. 6220, Philadelphia Pennsylvania 19147, 8568136230 (the "Contractor"), who is licensed in the state of Pennsylvania under Pennsylvania Home Improvement Registration number PA163544.

Date of Agreement: April 26, 2021

**Project Address:** [REDACTED] Ridley Park Pennsylvania 19078

### **Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.**

**Project Description:** Please see Estimate #1202 And Drawings For the full scope of Work

**List of materials to be used:** A list of materials to be used is attached to this Contract.

**List of job specifications in detail:** A list of job specifications is attached to this Contract.

PLEASE NOTE: Once this contract is signed, the Specifications cannot be changed without a written change order signed by the owner/customer and the Contractor.

**Payment.** Payment shall be made to Max Contractors Inc, Philadelphia, Pennsylvania 19147.

**Total sales price including all labor and materials:** \$176,057.00

A) Down payment monies to be advanced: \$44,014.25

B) Amount to be advanced for special order materials: \$0.00

TOTAL DOWN PAYMENT (A&B above): \$44,014.25

IF THE TOTAL SALES PRICE EXCEEDS \$5,000, THE DEPOSIT SHALL NOT EXCEED 1/3 OF THE TOTAL SALES PRICE OR 1/3 OF THE TOTAL SALES PRICE, PLUS THE COST OF ANY SPECIAL ORDER MATERIALS.

[REDACTED] agrees to pay Max Contractors Inc as follows:

25 % when Sign the Contract

25 % After Rough is Done

25% After Drywall

25 % when Job is Done and inspected by the city

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 15 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Max Contractors Inc shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if [REDACTED] fails to pay for the Services when due, Max Contractors Inc has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

### **TERMS AND CONDITIONS**

## **1. Licensing**

Contractor warrants that [he or she] currently holds a valid license under the laws and statutes of the State of Pennsylvania.

## **2. Approximate Start Date**

Contractor shall commence work under this Contract on or before May 24, 2021. Contractor shall be deemed to have substantially commenced work when Contractor moves equipment onto the jobsite. If Contractor fails to substantially commence work within 30 days from the approximate date of commencement, Owner may delay the succeeding payment due to Contractor for a period of time equal to that of the delay in commencement of work. Allowance in approximate commencement and completion dates shall be made for any delays attributable to circumstances beyond Contractor's control.

## **3. Approximate Completion Date**

Work under this agreement will be substantially complete on or before July 16, 2021.

## **4. Drawings, Specifications, and Permits**

The project will be constructed according to the drawings and specifications contained in this Contract or any attachments, incorporated into this Contract by reference, which have been examined by Owner and which have been or may be signed by the parties to this Contract. Unless otherwise specifically provided in the drawings or specifications, Contractor will obtain and pay for all required building permits and Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities including charges for sewer and storm drain reimbursement, revolving funds, hookup, and other similar charges.

Owner will locate and point out the property lines to Contractor, and will engage a licensed land surveyor to provide boundary stakes if Owner is in doubt as to property boundaries. Owner assumes all responsibility for the accuracy of the boundary markers. Owner shall give copies of any restrictions, easements, or rights of way to Contractor before work is commenced.

Unless otherwise specified, work does not include any changes or alterations from the drawings or specifications that may be required by any public body, utility, or inspector. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of governmental agencies having jurisdiction over same. The cost of any alteration undertaken to comply with any such requirements shall be in addition to the Contract price specified herein.

## **5. Property Lines**

Unless otherwise specified, Owner will provide all water, sewer, gas, and electric utilities from the point of entry at Owner's property line or, if metering devices are required, to those devices. In compliance with federal and state law, Owner agrees to make drinking water and toilet facilities available to all workers or to compensate Contractor for the cost of rented facilities. Owner agrees to provide the electricity that Contractor requires at the jobsite to complete the work.

## **6. Access to Work**

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite

in a manner adequate to prevent persons other than Owner, Contractor, and any authorized workers or material suppliers from gaining access to that site. Contractor shall be responsible, at the end of every workday, for storing all equipment and materials in the facilities provided by Owner. Contractor shall not be liable for damage to driveways, walks, lawns, shrubs, or other vegetation by movement of trucks, workers, equipment, materials, or debris.

Contractor shall keep Owner advised as to the hours during which work is scheduled to be performed at the jobsite. If Owner denies access to any worker or supplier of materials during scheduled working hours, then Owner will be deemed in breach of this Contract and subject to liability for any damages caused by the breach.

## **7. Financing**

Owner is responsible for obtaining all financing that is or may be necessary to fund the work specified in this Contract. Owner represents that Owner has sufficient funds or has arranged sufficient financing to comply with this Contract.

## **8. Hazardous Materials**

Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including asbestos, is not Contractor's responsibility under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the work. Such work shall be considered Extra Work under Paragraph 13.

## **9. Work Allowance, Conflict, and Abnormal Conditions**

There shall be a reasonable allowance on all dimensions specified in work plans. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints, etc., and the terms of this Contract, then this Contract shall be controlling. Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth requirements, such as, but not limited to, conditions caused by poor soil, lack of compaction, hillside, or other slope conditions. Contractor may, but is not obligated to, correct those conditions. All work necessary to correct abnormal conditions that is required by public bodies shall constitute an extra work item and the cost shall be in addition to the Contract price specified herein.

## **10. Change Orders, Amendments, and Modifications**

Any subsequent amendment, modification, or Contract, which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract.

## **11. Preparation, Work, and Material**

Unless agreed on in writing between Contractor and Owner and included in this Contract under "Specifications", this Contract does not include painting and preparation, filling, finishing, grading, retaining walls, new or relocated gutters and downspouts, screen doors, stair railings, or weather stripping. Contractor shall have the option of selecting all floor coverings.

## **12. Extra Work and Changes**

If Owner, Construction Lender, or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contract price in addition to Contractor's usual fee for overhead and profit. Owner shall make payments for all extra work as that work progresses, concurrently with regularly scheduled payments. Contractor shall do no extra work without the prior written authorization of the Owner. Any authorization for extra work shall show the agreed terms and shall be approved and signed by both parties.

### **13. Plumbing**

Unless specifically authorized by this Contract, Contractor shall not change plumbing, gas, waste, or water lines outside of the foundation of an existing building. Unless otherwise specifically provided for, this Contract does not cover work done on cesspools or septic tanks. The Contract price does not include rerouting, relocation, or replacement of vents, pipes, ducts, or conduits not shown, or pipes that may be encountered in areas of alteration or excavation.

### **14. Electrical Service**

Unless specifically included in this Contract, electrical work shall not involve a change to any existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. This Contract does not include changes to existing wiring in areas undisturbed by alterations. All existing electrical wiring systems are assumed to be, and Owner represents them to be, adequate to carry the load imposed by existing work. Any work necessary to correct these existing conditions shall be an extra work item subject to Paragraph 13 of this Contract.

### **15. Plaster**

Contractor calls Owner's attention to, and Owner acknowledges, the limitations of patching plaster. While Contractor shall make every effort to match existing textures, colors, and planes, exact duplication is not promised.

### **16. Filled Ground or Rock**

Unless this Contract specifically provides otherwise, excavating does not include work on filled ground, ground of inadequate bearing capacity, or rock or any other material not removable by ordinary hand tools. This work shall be an extra work item subject to Paragraph 13 of this Contract.

### **17. Termite Work**

Contractor is not obligated to perform any work to correct damage caused by termites or dry rot. Any such work shall be an extra work item subject to Paragraph 13 of this Contract.

### **18. Removal of Material and Debris**

Except for items designated by Owner in writing prior to the commencement of construction, Contractor shall dispose of all material removed from structures in the course of alteration. Contractor shall remove all construction debris on termination of work and shall leave the premises in neat, broom-clean condition.

### **19. Extra Time**

Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather;

strikes, lockouts, boycotts, or other labor union activities; extra work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

## **20. Liability Insurance for Personal Injury and Insurance for Property Damage**

Except as otherwise provided by law or regulation, Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount not less than \$50,000. The current amount of insurance coverage maintained by Contractor at the time of signing the contract is: A) Personal Injury - \$1,000,000.00; and B) Property Damage - \$1,000,000.00.

## **21. Workers Compensation Insurance**

Contractor shall carry workers compensation insurance to protect Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees, persons under Owner's direction, and persons on the jobsite at Owner's invitation.

## **22. Protection of Owner's Property**

Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, carpets, rugs, drapes, furniture, shrubs, and plantings. Contractor shall not be held responsible for damage to or loss of any items of personal property.

## **23. Guarantee of Materials and Workmanship**

Contractor does not guarantee any materials, equipment, assemblies, or units that Contractor has purchased or will purchase as part of the work covered by this Contract. All of these items are subject to manufacturers or processor's guarantees or warranties.

## **24. Work Stoppage**

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due. If the work is stopped, for any reason, for a period of 60 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including Contractor's normal overhead plus a profit of 10 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage, warpage, racking, or loss of that material.

## **25. Completion and Occupancy**

Owner agrees to sign and record a Notice of Completion within five days after the project is completed and ready for occupancy. If Owner fails to record the Notice of Completion, then Contractor shall, as Owner's agent, sign and record a Notice of Completion on Owner's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor may bar occupancy of the project by Owner or anyone else until Contractor has received all payments due under this Contract and until the appropriate Notice of Completion has been recorded. Use and/or occupancy shall constitute completion. If a funding control service is used, then Contractor and Owner agree that the funding control service shall be appointed as Owner's agent to sign and record a Notice of Completion on Owner's behalf.



## **26. Notice**

Any notice required or permitted under this Contract may be given by ordinary or electronic mail at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

## **27. Integration Clause**

This document and all documents incorporated by reference constitute the parties' entire Contract. This Contract contains the entire agreement between the parties and the parties agree that all attachments and required notices are attached hereto. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties.

This Contract shall be construed in accordance with, and governed by, the laws of the State of Pennsylvania.

## **28. Corrective or Repair Work**

If minor items of corrective or repair work remain to be accomplished by Contractor after the project is ready for occupancy, Contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of that work.

If major items of corrective or repair work remain to be accomplished after the building is ready for occupancy, and the aggregate cost of that work exceeds one percent of the gross Contract price, then Owner, pending completion of the work, may withhold payment of a sufficient amount to pay for completion of the work, but shall not withhold any greater amount.

## **29. Attorneys' Fees**

In the event of any arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

## **30. The Pennsylvania Bureau of Consumer Protection**

The Pennsylvania Bureau of Consumer Protection may be contacted at 888-520-6680 where a caller can obtain information as to whether a contractor is registered with the bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

## **31. Right of Rescission**

The owner may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

## **32. Signatories**

This Contract shall be executed by the homeowner, [REDACTED], and by the contractor, Max Contractors Inc. The Contract shall be effective as of signing.

OWNER

By: \_\_\_\_\_  
[REDACTED]

Date: \_\_\_\_\_

CONTRACTOR

By: murillo Costa  
Max Contractors Inc

Date: 04/23/2021

**Pennsylvania Notice of Cancellation**

Today's date: \_\_\_\_\_, 20\_\_\_\_\_. You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to

\_\_\_\_\_ (name of Contractor/Seller) at \_\_\_\_\_  
\_\_\_\_\_ (address of Contractor's/Seller's place  
of business) not later than midnight of \_\_\_\_\_ 20\_\_\_\_\_ (date of last day to cancel).

I hereby cancel this transaction.

..... (Date) ..... Buyer's (Owner's) Signature

# **EXHIBIT E**

## Home Improvement Contract

**This Contract is between:** [REDACTED] Philadelphia, Pennsylvania 19147, [REDACTED] (the "Owner"), and Max Contractors Inc , 737 Bainbridge St. 6220, Philadelphia Pennsylvania 19147, 8568136230 (the "Contractor"), who is licensed in the state of Pennsylvania under Pennsylvania Home Improvement Registration number PA163544.

Date of Agreement: April 12, 2021

**Project Address:** [REDACTED] Philadelphia Pennsylvania 19147

### **Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed.**

**Project Description:** Full Scope of Work is Attach at Estimate #1194

**List of materials to be used:** A list of materials to be used is attached to this Contract.

**List of job specifications in detail:** Contractor will provide all the materials up to Drywall point.

PLEASE NOTE: Once this contract is signed, the Specifications cannot be changed without a written change order signed by the owner/customer and the Contractor.

**Payment.** Payment shall be made to Max Contractors Inc , Philadelphia, Pennsylvania 19147.

**Total sales price including all labor and materials:** \$90,885.00

A) Down payment monies to be advanced: \$22,721.25

B) Amount to be advanced for special order materials: \$0.00

TOTAL DOWN PAYMENT (A&B above): \$22,721.25

IF THE TOTAL SALES PRICE EXCEEDS \$5,000, THE DEPOSIT SHALL NOT EXCEED 1/3 OF THE TOTAL SALES PRICE OR 1/3 OF THE TOTAL SALES PRICE, PLUS THE COST OF ANY SPECIAL ORDER MATERIALS.

[REDACTED] agrees to pay Max Contractors Inc as follows:

25% Sign the Contract

25% when Rough is Done

25% when Drywall is Done and Ready For Paint

25% when Job Is Done

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 15 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Max Contractors Inc shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if [REDACTED] fails to pay for the Services when due, Max Contractors Inc has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

## ***TERMS AND CONDITIONS***

### **1. Licensing**

Contractor warrants that [he or she] currently holds a valid license under the laws and statutes of the State of Pennsylvania.

### **2. Approximate Start Date**

Contractor shall commence work under this Contract on or before May 03, 2021. Contractor shall be deemed to have substantially commenced work when Contractor moves equipment onto the jobsite. If Contractor fails to substantially commence work within 30 days from the approximate date of commencement, Owner may delay the succeeding payment due to Contractor for a period of time equal to that of the delay in commencement of work. Allowance in approximate commencement and completion dates shall be made for any delays attributable to circumstances beyond Contractor's control.

### **3. Approximate Completion Date**

Work under this agreement will be substantially complete on or before July 26, 2021.

### **4. Drawings, Specifications, and Permits**

The project will be constructed according to the drawings and specifications contained in this Contract or any attachments, incorporated into this Contract by reference, which have been examined by Owner and which have been or may be signed by the parties to this Contract. Unless otherwise specifically provided in the drawings or specifications, Contractor will obtain and pay for all required building permits and Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, and other utilities including charges for sewer and storm drain reimbursement, revolving funds, hookup, and other similar charges.

Owner will locate and point out the property lines to Contractor, and will engage a licensed land surveyor to provide boundary stakes if Owner is in doubt as to property boundaries. Owner assumes all responsibility for the accuracy of the boundary markers. Owner shall give copies of any restrictions, easements, or rights of way to Contractor before work is commenced.

Unless otherwise specified, work does not include any changes or alterations from the drawings or specifications that may be required by any public body, utility, or inspector. Contractor, at Contractor's option, may alter specifications only so as to comply with requirements of governmental agencies having jurisdiction over same. The cost of any alteration undertaken to comply with any such requirements shall be in addition to the Contract price specified herein.

## **5. Property Lines**

Unless otherwise specified, Owner will provide all water, sewer, gas, and electric utilities from the point of entry at Owner's property line or, if metering devices are required, to those devices. In compliance with federal and state law, Owner agrees to make drinking water and toilet facilities available to all workers or to compensate Contractor for the cost of rented facilities. Owner agrees to provide the electricity that Contractor requires at the jobsite to complete the work.

## **6. Access to Work**

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite in a manner adequate to prevent persons other than Owner, Contractor, and any authorized workers or material suppliers from gaining access to that site. Contractor shall be responsible, at the end of every workday, for storing all equipment and materials in the facilities provided by Owner. Contractor shall not be liable for damage to driveways, walks, lawns, shrubs, or other vegetation by movement of trucks, workers, equipment, materials, or debris.

Contractor shall keep Owner advised as to the hours during which work is scheduled to be performed at the jobsite. If Owner denies access to any worker or supplier of materials during scheduled working hours, then Owner will be deemed in breach of this Contract and subject to liability for any damages caused by the breach.

## **7. Financing**

Owner is responsible for obtaining all financing that is or may be necessary to fund the work specified in this Contract. Owner represents that Owner has sufficient funds or has arranged sufficient financing to comply with this Contract.

## **8. Hazardous Materials**

Unless otherwise specified in this Contract, the removal, disturbance, or transportation of hazardous materials, including asbestos, is not Contractor's responsibility under this Contract. The parties agree that, if Contractor encounters hazardous materials in the course of the Project, Contractor shall stop work immediately and notify Owner who may then retain a qualified Contractor to perform the work. Such work shall be considered Extra Work under Paragraph 13.

## **9. Work Allowance, Conflict, and Abnormal Conditions**

There shall be a reasonable allowance on all dimensions specified in work plans. All sizes are outside approximate sizes. If there is any conflict between sketches, renderings, views, pictures, plans, blueprints, etc., and the terms of this Contract, then this Contract shall be controlling. Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unusual or abnormal concrete footings, foundations, retaining walls, or piers required, or any unusual depth requirements, such as, but not limited to, conditions caused by poor soil, lack of compaction, hillside, or other slope conditions. Contractor may, but is not obligated to, correct those conditions. All work necessary to correct abnormal conditions that is required by public bodies shall constitute an extra work item and the cost shall be in addition to the Contract price specified herein.

## **10. Change Orders, Amendments, and Modifications**

Any subsequent amendment, modification, or Contract, which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract.

## **11. Preparation, Work, and Material**

Unless agreed on in writing between Contractor and Owner and included in this Contract under "Specifications", this Contract does not include painting and preparation, filling, finishing, grading, retaining walls, new or relocated gutters and downspouts, screen doors, stair railings, or weather stripping. Contractor shall have the option of selecting all floor coverings.

## **12. Extra Work and Changes**

If Owner, Construction Lender, or any public body or inspector directs any modification or addition to the work covered by this Contract, the charge for that extra work shall be determined in advance and the cost shall be added to the Contract price in addition to Contractor's usual fee for overhead and profit. Owner shall make payments for all extra work as that work progresses, concurrently with regularly scheduled payments. Contractor shall do no extra work without the prior written authorization of the Owner. Any authorization for extra work shall show the agreed terms and shall be approved and signed by both parties.



### **13. Plumbing**

Unless specifically authorized by this Contract, Contractor shall not change plumbing, gas, waste, or water lines outside of the foundation of an existing building. Unless otherwise specifically provided for, this Contract does not cover work done on cesspools or septic tanks. The Contract price does not include rerouting, relocation, or replacement of vents, pipes, ducts, or conduits not shown, or pipes that may be encountered in areas of alteration or excavation.

### **14. Electrical Service**

Unless specifically included in this Contract, electrical work shall not involve a change to any existing service panel other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. This Contract does not include changes to existing wiring in areas undisturbed by alterations. All existing electrical wiring systems are assumed to be, and Owner represents them to be, adequate to carry the load imposed by existing work. Any work necessary to correct these existing conditions shall be an extra work item subject to Paragraph 13 of this Contract.

### **15. Plaster**

Contractor calls Owner's attention to, and Owner acknowledges, the limitations of patching plaster. While Contractor shall make every effort to match existing textures, colors, and planes, exact duplication is not promised.

### **16. Filled Ground or Rock**

Unless this Contract specifically provides otherwise, excavating does not include work on filled ground, ground of inadequate bearing capacity, or rock or any other material not removable by ordinary hand tools. This work shall be an extra work item subject to Paragraph 13 of this Contract.

### **17. Termite Work**

Contractor is not obligated to perform any work to correct damage caused by termites or dry rot. Any such work shall be an extra work item subject to Paragraph 13 of this Contract.

### **18. Removal of Material and Debris**

Except for items designated by Owner in writing prior to the commencement of construction, Contractor shall dispose of all material removed from structures in the course of alteration. Contractor shall remove all construction debris on termination of work and shall leave the premises in neat, broom-clean condition.

## **19. Extra Time**

Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; extra work ordered by Owner; acts of public enemy; riots or civil commotion; inability to secure material through regular recognized channels; imposition of Government priority or allocation of materials; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

## **20. Liability Insurance for Personal Injury and Insurance for Property Damage**

Except as otherwise provided by law or regulation, Contractor agrees to maintain liability insurance covering Personal Injury in an amount no less than \$50,000 and insurance covering Property Damage caused by the work of a home improvement contractor in an amount not less than \$50,000. The current amount of insurance coverage maintained by Contractor at the time of signing the contract is: A) Personal Injury - \$1,000,000.00; and B) Property Damage - \$1,000,000.00.

## **21. Workers Compensation Insurance**

Contractor shall carry workers compensation insurance to protect Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees, persons under Owner's direction, and persons on the jobsite at Owner's invitation.

## **22. Protection of Owner's Property**

Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, carpets, rugs, drapes, furniture, shrubs, and plantings. Contractor shall not be held responsible for damage to or loss of any items of personal property.

## **23. Guarantee of Materials and Workmanship**

Contractor does not guarantee any materials, equipment, assemblies, or units that Contractor has purchased or will purchase as part of the work covered by this Contract. All of these items are subject to manufacturers or processor's guarantees or warranties.

## **24. Work Stoppage**

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due. If the work is stopped, for any reason, for a period of 60 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including Contractor's normal overhead plus a profit of 10 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage, warpage, racking, or loss of that material.

## **25. Completion and Occupancy**

Owner agrees to sign and record a Notice of Completion within five days after the project is completed and ready for occupancy. If Owner fails to record the Notice of Completion, then Contractor shall, as Owner's agent, sign and record a Notice of Completion on Owner's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor may bar occupancy of the project by Owner or anyone else until Contractor has received all payments due under this Contract and until the appropriate Notice of Completion has been recorded. Use and/or occupancy shall constitute completion. If a funding control service is used, then Contractor and Owner agree that the funding control service shall be appointed as Owner's agent to sign and record a Notice of Completion on Owner's behalf.

## **26. Notice**

Any notice required or permitted under this Contract may be given by ordinary or electronic mail at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

## **27. Integration Clause**

This document and all documents incorporated by reference constitute the parties' entire Contract. This Contract contains the entire agreement between the parties and the parties agree that all attachments and required notices are attached hereto. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties.

This Contract shall be construed in accordance with, and governed by, the laws of the State of Pennsylvania.

## **28. Corrective or Repair Work**

If minor items of corrective or repair work remain to be accomplished by Contractor after the project is ready for occupancy, Contractor shall perform the work expeditiously and Owner shall not withhold any payment pending completion of that work.

If major items of corrective or repair work remain to be accomplished after the building is ready for occupancy, and the aggregate cost of that work exceeds one percent of the gross Contract price, then Owner, pending completion of the work, may withhold payment of a sufficient amount to pay for completion of the work, but shall not withhold any greater amount.

**29. Attorneys' Fees**

In the event of any arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

**30. The Pennsylvania Bureau of Consumer Protection**

The Pennsylvania Bureau of Consumer Protection may be contacted at 888-520-6680 where a caller can obtain information as to whether a contractor is registered with the bureau pursuant to the Pennsylvania Home Improvement Consumer Protection Act.

**31. Right of Rescission**

The owner may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

**32. Signatories**

This Contract shall be executed by the homeowner, [REDACTED], and by the contractor, Max Contractors Inc . The Contract shall be effective as of signing.

This Home Improvement Contract is executed and agreed to by:

*Murillo Costa* \_\_\_\_\_

Murillo Costa  
cleanconstructioninfo@gmail.com  
April 12, 2021 at 09:44 am  
Recorded at IP 71.226.214.215

[REDACTED] \_\_\_\_\_

[REDACTED]  
April 12, 2021 at 02:33 pm  
Recorded at IP [REDACTED]

## Pennsylvania Notice of Cancellation

Today's date: \_\_\_\_\_, 20\_\_\_\_. You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to \_\_\_\_\_ (name of Contractor/Seller) at \_\_\_\_\_ (address of Contractor's/Seller's place of business) not later than midnight of \_\_\_\_\_ 20\_\_\_\_ (date of last day to cancel).

I hereby cancel this transaction.

..... (Date) ..... Buyer's (Owner's) Signature

# **EXHIBIT F**

# COURT OF COMMON PLEAS OF DELAWARE COUNTY

## DOCKET

Docket Number: CP-23-CR-0002004-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Da Costa Sousa

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### CASE INFORMATION

Judge Assigned: Amoroso, Margaret J.      Date Filed: 04/28/2022      Initiation Date: 01/13/2022  
OTN: R 226464-0      LOTN:      Originating Docket No: MJ-32131-CR-0000007-2022  
Initial Issuing Authority: Phillip S. Turner      Final Issuing Authority: Phillip S. Turner  
Arresting Agency: Eddystone Police Dept      Arresting Officer: Pretti, Joseph M. Sr.  
Complaint/Citation No.: 00161189      Incident Number: 20210601M1644  
Case Local Number Type(s)      Case Local Number(s)

### STATUS INFORMATION

<u>Case Status:</u>	<u>Status Date</u>	<u>Processing Status</u>	<u>Arrest Date:</u>
Closed	02/13/2023	Sentenced/Penalty Imposed	04/14/2021
	02/13/2023	Awaiting Sentencing	
	02/13/2023	Awaiting Formal Arraignment	
	05/31/2022	Awaiting Trial Scheduling	
	04/28/2022	Awaiting Formal Arraignment	
	04/28/2022	Awaiting Filing of Information	

Complaint Date: 01/13/2022

### CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Time</u>			<u>Status</u>
Formal Arraignment	05/25/2022	8:00 am			Scheduled
Pre-Trial Conference	07/06/2022	9:00 am		Judge Margaret J. Amoroso	Scheduled
Status Conference	08/29/2022	9:00 am		Judge Margaret J. Amoroso	Continued
Status Conference	10/03/2022	9:00 am		Judge Margaret J. Amoroso	Continued
Status Conference	11/28/2022	9:00 am		Judge Margaret J. Amoroso	Continued
Status Conference	01/04/2023	9:00 am		Judge Margaret J. Amoroso	Scheduled
Status Conference	02/13/2023	9:00 am		Judge Margaret J. Amoroso	Scheduled

### DEFENDANT INFORMATION

Date Of Birth: [REDACTED]      City/State/Zip: Cinnaminson, NJ 08077

Alias Name  
Sousa, Murillo

### CASE PARTICIPANTS

<u>Participant Type</u>	<u>Name</u>
Defendant	Sousa, Murillo Da Costa

# COURT OF COMMON PLEAS OF DELAWARE COUNTY

## DOCKET

Docket Number: CP-23-CR-0002004-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Da Costa Sousa

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### BAIL INFORMATION

Sousa, Murillo Da Costa

Nebbia Status: None

<u>Bail Action</u>	<u>Date</u>	<u>Bail Type</u>	<u>Percentage</u>	<u>Amount</u>	<u>Bail Posting Status</u>	<u>Posting Date</u>
Set	03/10/2022	Unsecured		\$25,000.00		

### CHARGES

<u>Seq.</u>	<u>Orig Seq.</u>	<u>Grade</u>	<u>Statute</u>	<u>Statute Description</u>	<u>Offense Dt.</u>	<u>OTN</u>
1	3	M1	18 § 3922 §§ A1	Theft By Decep-False Impression	04/14/2021	R 226464-0
99	1	F2	73 § 517.8 §§ A2	Receives Advance Payment For Services and Fails to Perform	04/14/2021	R 226464-0
99,999	2	F3	73 § 517.8 §§ A3	Misrepresents or Conceals Contractor Identifying Information	04/14/2021	R 226464-0

### DISPOSITION SENTENCING/PENALTIES

Disposition

<u>Case Event</u>	<u>Disposition Date</u>	<u>Final Disposition</u>	
<u>Sequence/Description</u>	<u>Offense Disposition</u>	<u>Grade</u>	<u>Section</u>
<u>Sentencing Judge</u>	<u>Sentence Date</u>	<u>Credit For Time Served</u>	
<u>Sentence/Diversion Program Type</u>	<u>Incarceration/Diversionary Period</u>	<u>Start Date</u>	
<u>Sentence Conditions</u>			
<b>Waived for Court (Lower Court)</b>	Defendant Was Present		
Lower Court Disposition	04/25/2022	Not Final	
99 / Receives Advance Payment For Services and Fails to Perform	Waived for Court (Lower Court)	F2	73 § 517.8 §§ A2
99,999 / Misrepresents or Conceals Contractor Identifying Information	Withdrawn (Lower Court)	F3	73 § 517.8 §§ A3
<b>Proceed to Court</b>	Defendant Was Not Present		
Information Filed	02/13/2023	Not Final	
1 / Theft By Decep-False Impression	Proceed to Court	M1	18 § 3922 §§ A1
99 / Receives Advance Payment For Services and Fails to Perform	Proceed to Court	F2	73 § 517.8 §§ A2
99,999 / Misrepresents or Conceals Contractor Identifying Information	Disposed at Lower Court	F3	73 § 517.8 §§ A3
<b>Guilty Plea - Negotiated</b>			
Status Conference	02/13/2023	Final Disposition	
1 / Theft By Decep-False Impression	Guilty Plea - Negotiated	M1	18 § 3922 §§ A1
Amoroso, Margaret J.	02/13/2023		
Probation	Max of 2.00 Years		
	2 Years		

Pay restitution in the amount of \$300.00 to [REDACTED] Eddystone, PA 19022



# COURT OF COMMON PLEAS OF DELAWARE COUNTY

## DOCKET

Docket Number: CP-23-CR-0002004-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Da Costa Sousa

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### DISPOSITION SENTENCING/PENALTIES

Disposition

<u>Case Event</u>	<u>Disposition Date</u>	<u>Final Disposition</u>	
<u>Sequence/Description</u>	<u>Offense Disposition</u>	<u>Grade</u>	<u>Section</u>
<u>Sentencing Judge</u>	<u>Sentence Date</u>	<u>Credit For Time Served</u>	
<u>Sentence/Diversion Program Type</u>	<u>Incarceration/Diversionary Period</u>	<u>Start Date</u>	
<u>Sentence Conditions</u>			
Comply with rules and regulations governing Probation and or Parole			
99 / Receives Advance Payment For Services and Fails to Perform Replaced by 18 § 3922 §§ A1, Theft By Decep-False Impression Amoroso, Margaret J.	Charge Changed  02/13/2023	F2	73 § 517.8 §§ A2
99,999 / Misrepresents or Conceals Contractor Identifying Information Amoroso, Margaret J.	Disposed at Lower Court  02/13/2023	F3	73 § 517.8 §§ A3

#### COMMONWEALTH INFORMATION

Name: Delaware County District Attorney's Office  
Prosecutor

Supreme Court No:

Phone Number(s):  
610-891-4168 (Phone)

Address:

Delaware County Courthouse  
201 West Front Street  
Media, PA 19063

#### ATTORNEY INFORMATION

Name: John Louis D'Intino Jr. \*  
Private

Supreme Court No: 083473

Rep. Status: Lower Court

Phone Number(s):  
267-491-9111 (Phone)

Address:

D'Intino Law Firm LLC  
200 S Broad St Ste 400  
Philadelphia, PA 19102

Representing: Sousa, Murillo Da Costa

\* Entry of Appearance Not Filed

#### ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
1	03/10/2022		Turner, Phillip S.
Bail Set - Sousa, Murillo Da Costa			
1	04/28/2022		Court of Common Pleas - Delaware County
Original Papers Received from Lower Court			
1	07/06/2022		Amoroso, Margaret J.
Criminal Notice Form Filed: Notice of Status on 8/29/22 @ 9:30a. CTRM TBA Jugde Amoroso			

# COURT OF COMMON PLEAS OF DELAWARE COUNTY

## DOCKET

Docket Number: CP-23-CR-0002004-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Da Costa Sousa

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### ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
1	08/29/2022		Amoroso, Margaret J.
Criminal Notice Form Filed/ Notice of Status 10/3/22 @9:30a , Ctrm TBA, Judge Amoroso			
1	10/03/2022		Amoroso, Margaret J.
Criminal Notice Form Filed/ Notice of Status 11/28/22 @9:30a , Ctrm 14, Judge Amoroso			
1	11/28/2022		Amoroso, Margaret J.
Criminal Notice Form Filed/ Notice of Status 01/04/23 @9:30a , Ctrm 14, Judge Amoroso			
1	01/04/2023		Amoroso, Margaret J.
Criminal Notice Form Filed/ Notice of Status 02/13/23 @9:30a , Ctrm TBA, Judge Amoroso			
1	02/13/2023		Sousa, Murillo Da Costa
Waiver of Jury Trial			
2	02/13/2023		Stollsteimer, Jack
Information Filed			
3	02/13/2023		Sousa, Murillo Da Costa
Guilty Plea Statement Filed			
4	02/13/2023		Sousa, Murillo Da Costa
Statement of Post-Sentence Rights Filed			
5	02/13/2023		Amoroso, Margaret J.
Guilty Plea - Negotiated			
6	02/13/2023		Amoroso, Margaret J.
Order - Sentence/Penalty Imposed			
1	02/28/2023		Court of Common Pleas - Delaware County
Entry of Civil Judgment			

# COURT OF COMMON PLEAS OF DELAWARE COUNTY

## DOCKET

Docket Number: CP-23-CR-0002004-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Da Costa Sousa

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### CASE FINANCIAL INFORMATION

Last Payment Date:

Total of Last Payment:

Sousa, Murillo Da Costa Defendant	<u>Assessment</u>	<u>Payments</u>	<u>Adjustments</u>	<u>Non Monetary Payments</u>	<u>Total</u>
<b>Costs/Fees</b>					
ATJ	\$6.00	\$0.00	\$0.00	\$0.00	\$6.00
CJES	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
Clerk of Courts - Misdemeanor (Delaware)	\$241.00	\$0.00	\$0.00	\$0.00	\$241.00
Commonwealth Cost - HB627 (Act 167 of 1992)	\$11.35	\$0.00	\$0.00	\$0.00	\$11.35
Costs of Prosecution - CJEA	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
County Court Cost (Act 204 of 1976)	\$36.90	\$0.00	\$0.00	\$0.00	\$36.90
Crime Victims Compensation (Act 96 of 1984)	\$35.00	\$0.00	\$0.00	\$0.00	\$35.00
Domestic Violence Compensation (Act 44 of 1988)	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
Firearm Education and Training Fund	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
JCPS	\$21.25	\$0.00	\$0.00	\$0.00	\$21.25
Judicial Computer Project	\$8.00	\$0.00	\$0.00	\$0.00	\$8.00
OAG - JCP	\$2.50	\$0.00	\$0.00	\$0.00	\$2.50
State Court Costs (Act 204 of 1976)	\$13.25	\$0.00	\$0.00	\$0.00	\$13.25
Victim Witness Service (Act 111 of 1998)	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
Automation OJS Fee (Delaware)	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
District Attorney (Delaware)	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
OSP (Delaware) (Act 77 of 2022)	\$960.00	\$0.00	\$0.00	\$0.00	\$960.00
Restitution Processing Fee (Delaware)	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
Sheriff (Delaware)	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
Costs/Fees Totals:	\$1,507.75	\$0.00	\$0.00	\$0.00	\$1,507.75
<b>Restitution</b>					
Individual Restitution	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Restitution Totals:	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Grand Totals:	\$1,807.75	\$0.00	\$0.00	\$0.00	\$1,807.75

\*\* - Indicates assessment is subrogated

# **EXHIBIT G**

# COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

## DOCKET



Docket Number: CP-51-CR-0002255-2022

## CRIMINAL DOCKET

Court Case

Commonwealth of Pennsylvania

v.

Murillo Sousa

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### CASE INFORMATION

Judge Assigned: Hangley, Michele  
OTN: U 239594-5      LOTN:  
Initial Issuing Authority: Wendy L. Pew  
Arresting Agency: Philadelphia Pd  
Complaint/Citation No.: 2117003407-0018499  
Case Local Number Type(s)  
    Originating Docket Number      MC-51-CR-0018499-2021  
    District Control Number      2117003407  
    Originating Document Number      2117003407-0018499

Date Filed: 03/21/2022      Initiation Date: 03/21/2022  
Originating Docket No: MC-51-CR-0018499-2021  
Final Issuing Authority:  
Arresting Officer: McGinn, Timothy M.  
Incident Number: 2117003407  
Case Local Number(s)

### STATUS INFORMATION

<u>Case Status:</u>	<u>Status Date</u>	<u>Processing Status</u>	<u>Arrest Date:</u>
Closed	12/01/2022	Completed	10/05/2021
	12/01/2022	Awaiting Completion of Rule 586 Disposition	
	11/14/2022	Awaiting Pre-Trial Conference	
	04/01/2022	Awaiting Pre-Trial Conference	
	03/21/2022	Awaiting Filing of Information	

Complaint Date: 09/27/2021

### CALENDAR EVENTS

<u>Case Calendar</u>	<u>Schedule</u>	<u>Start</u>	<u>Room</u>	<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Time</u>			<u>Status</u>
Formal Arraignment	04/01/2022	11:00 am	1104	Trial Commissioner Cynthia S. Gregg	Scheduled
Pre-Trial Conference	04/18/2022	8:00 am	705	Judge Rayford A. Means	Scheduled
Pretrial Bring Back	07/18/2022	8:00 am	705	Judge Rayford A. Means	Scheduled
Waiver Trial	11/14/2022	9:00 am	904	Judge Nicholas Kamau	Moved
Waiver Trial	11/14/2022	9:00 am	904	Judge Michele Hangley	Scheduled
Status	12/01/2022	9:00 am	904	Judge Michele Hangley	Scheduled
Pre-Trial Conference	02/02/2023	9:00 am	904	Judge Michele Hangley	Cancelled

### DEFENDANT INFORMATION

Date Of Birth: [REDACTED]      City/State/Zip: Cinaminson, NJ 08077

Alias Name  
Sousa, Murillo Da Costa

# COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

## DOCKET

Docket Number: CP-51-CR-0002255-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Sousa

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### CASE PARTICIPANTS

<u>Participant Type</u>	<u>Name</u>
Defendant	Sousa, Murillo

### BAIL INFORMATION

<b>Sousa, Murillo</b>						<b>Nebbia Status: None</b>
<u>Bail Action</u>	<u>Date</u>	<u>Bail Type</u>	<u>Percentage</u>	<u>Amount</u>	<u>Bail Posting Status</u>	<u>Posting Date</u>
Set	10/05/2021	ROR		\$0.00		

### CHARGES

<u>Seq.</u>	<u>Orig Seq.</u>	<u>Grade</u>	<u>Statute</u>	<u>Statute Description</u>	<u>Offense Dt.</u>	<u>OTN</u>
1	2	F3	<b>18 § 3921 §§ A</b>	Theft By Unlaw Taking-Movable Prop	07/30/2019	U 239594-5
2	3	F3	<b>18 § 3922 §§ A1</b>	Theft By Decep-False Impression	07/30/2019	U 239594-5
3	4	F3	<b>18 § 3925 §§ A</b>	Receiving Stolen Property	07/30/2019	U 239594-5
4	5	F3	<b>18 § 4107 §§ A1</b>	Dec Bus Pract - False Weight or Measure	07/30/2019	U 239594-5
99,999	1	F2	<b>18 § 4101 §§ A1</b>	Forgery - Alter Writing	07/30/2019	U 239594-5

### DISPOSITION SENTENCING/PENALTIES

Disposition

<u>Case Event</u>	<u>Disposition Date</u>	<u>Final Disposition</u>
<u>Sequence/Description</u>	<u>Offense Disposition</u>	<u>Grade</u> <u>Section</u>
<u>Sentencing Judge</u>	<u>Sentence Date</u>	<u>Credit For Time Served</u>
<u>Sentence/Diversion Program Type</u>	<u>Incarceration/Diversionary Period</u>	<u>Start Date</u>
<u>Sentence Conditions</u>		

**Lower Court Proceeding (generic)**

Preliminary Hearing	03/18/2022	Not Final
1 / Theft By Unlaw Taking-Movable Prop	Held for Court	F3    18 § 3921 §§ A
2 / Theft By Decep-False Impression	Held for Court	F3    18 § 3922 §§ A1
3 / Receiving Stolen Property	Held for Court	F3    18 § 3925 §§ A
4 / Dec Bus Pract - False Weight or Measure	Held for Court	F3    18 § 4107 §§ A1
99,999 / Forgery - Alter Writing	Withdrawn	F2    18 § 4101 §§ A1

**Proceed to Court**      Defendant Was Not Present

Information Filed	03/22/2022	Not Final
1 / Theft By Unlaw Taking-Movable Prop	Proceed to Court	F3    18 § 3921 §§ A
2 / Theft By Decep-False Impression	Proceed to Court	F3    18 § 3922 §§ A1
3 / Receiving Stolen Property	Proceed to Court	F3    18 § 3925 §§ A
4 / Dec Bus Pract - False Weight or Measure	Proceed to Court	F3    18 § 4107 §§ A1
99,999 / Forgery - Alter Writing	Disposed at Lower Court	F2    18 § 4101 §§ A1

**Rule 586 - Open**

# COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

## DOCKET

Docket Number: CP-51-CR-0002255-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Sousa

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### DISPOSITION SENTENCING/PENALTIES

Disposition

<u>Case Event</u>	<u>Disposition Date</u>	<u>Final Disposition</u>	
<u>Sequence/Description</u>	<u>Offense Disposition</u>	<u>Grade</u>	<u>Section</u>
<u>Sentencing Judge</u>	<u>Sentence Date</u>	<u>Credit For Time Served</u>	
<u>Sentence/Diversion Program Type</u>	<u>Incarceration/Diversionary Period</u>	<u>Start Date</u>	
<u>Sentence Conditions</u>			
Status	12/01/2022	Not Final	
1 / Theft By Unlaw Taking-Movable Prop	Rule 586 - Open	F3	18 § 3921 §§ A
2 / Theft By Decep-False Impression	Rule 586 - Open	F3	18 § 3922 §§ A1
3 / Receiving Stolen Property	Rule 586 - Open	F3	18 § 3925 §§ A
4 / Dec Bus Pract - False Weight or Measure	Rule 586 - Open	F3	18 § 4107 §§ A1
99,999 / Forgery - Alter Writing	Disposed at Lower Court	F2	18 § 4101 §§ A1

**Dismissed - Rule 586 (Satisfaction/Agreement)**

<u>Status</u>	<u>Disposition Date</u>	<u>Final Disposition</u>	
1 / Theft By Unlaw Taking-Movable Prop	Nolle Prossed	F3	18 § 3921 §§ A
2 / Theft By Decep-False Impression	Nolle Prossed	F3	18 § 3922 §§ A1
3 / Receiving Stolen Property	Nolle Prossed	F3	18 § 3925 §§ A
4 / Dec Bus Pract - False Weight or Measure	Nolle Prossed	F3	18 § 4107 §§ A1
99,999 / Forgery - Alter Writing	Disposed at Lower Court	F2	18 § 4101 §§ A1

#### COMMONWEALTH INFORMATION

Name:

Supreme Court No:

#### ATTORNEY INFORMATION

Name:

Supreme Court No:

Rep. Status:

Phone Number(s):

Address:

John Louis D'Intino Jr.

Private

083473

Active

#### ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
1	03/21/2022		Court of Common Pleas - Philadelphia County
Held for Court			
1	03/22/2022		Krasner, Larry
Information Filed			
3	04/01/2022		Court of Common Pleas - Philadelphia County
Hearing Notice			

# COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

## DOCKET

Docket Number: CP-51-CR-0002255-2022

## CRIMINAL DOCKET

Court Case



Commonwealth of Pennsylvania

v.

Murillo Sousa

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### ENTRIES

<u>Sequence Number</u>	<u>CP Filed Date</u>	<u>Document Date</u>	<u>Filed By</u>
2	04/18/2022		Court of Common Pleas - Philadelphia County
Hearing Notice			
3	04/18/2022		Means, Rayford A.
Court Request For Continuance Judge Not Sitting			
2	07/18/2022		Court of Common Pleas - Philadelphia County
Hearing Notice			
3	07/18/2022		Means, Rayford A.
Order Granting Motion for Continuance			
2	10/24/2022		Court of Common Pleas - Philadelphia County
Hearing Notice			
1	11/14/2022		Court of Common Pleas - Philadelphia County
Hearing Notice			
4	11/14/2022		Hangley, Michele
Court Request For Continuance For Further Trial Readiness Conference			
Sousa, Murillo			
11/14/2022	Oral Service in Court		
Unknown Recipient			
11/14/2022	Oral Service in Court		
3	12/01/2022		Hangley, Michele
Rule 586 - Open			
4	12/01/2022		Hangley, Michele
Dismissed			