

Utah Division of Consumer Protection
160 East 300 South, Second Floor
PO Box 146704
Salt Lake City, UT 84114-6704
PH. (801) 530-6601

**BEFORE THE DIVISION OF CONSUMER PROTECTION
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH**

IN THE MATTER OF:

PRO SQUARE CONSTRUCTION LLC, a
Utah limited liability company; and

**PIERRE WINKLER DEMOURA-
VENCESLAU**, an individual, and as a
principal of **PRO SQUARE
CONSTRUCTION LLC**;

Respondents.

ADMINISTRATIVE CITATION

**DCP Legal File No. CP-2025-080
DCP Case Nos. 162137, 162494,
164655**

PURSUANT TO THE AUTHORITY granted by Utah Code § 13-2-6, which empowers the Division of Consumer Protection (Division) to issue a citation upon reasonable cause to believe a person has violated or is violating any statute listed in Utah Code § 13-2-1, it appears, upon information and belief, that you are in violation of the *Utah Consumer Sales Practices Act* (CSPA), Utah Code § 13-11-1 *et seq.* (2024 & 2025) and the *Utah Consumer Sales Practices Act Rule* (CSPA Rule), Utah Admin. Code R152-11-1 *et seq.* The Division incorporates by reference all information in the Notice attached to this Citation. The Division alleges:

RESPONDENTS

1. Pro Square Construction LLC (Pro Square) is a Utah limited liability company with a registered address of [REDACTED] Riverton, Utah 84065.
2. Pierre Winkler DeMoura-Venceslau (Respondent DeMoura) is a resident of Mapleton, Utah, and is a member of Pro Square.
3. The individual and business identified above will be referred to collectively as "Respondents."
4. At all times relevant to this Citation, Respondents offered construction services to consumers in Utah.

BACKGROUND AND INFORMATION

Consumer DF

5. On or around February 6, 2024, Utah consumer DF (see Appendix A) contacted Respondents to request a quote for a basement remodel.
6. Between February 6, 2024, and June 10, 2024, DF and Mr. DeMoura exchanged text messages regarding bids, obtaining financing, and the scope of the basement remodeling project (Basement Remodel A).
7. On or around June 10, 2024, Respondents provided DF with Bid N:021423 (the Bid) detailing the scope of the Basement Remodel A, for a total cost of \$30,300.
8. The Bid represented a completion time of 10 weeks, a timeline for payments, and required a 50% payment due the day of signing.
9. On June 10, 2024, DF paid Respondent DeMoura \$2,500 via Zelle transfer.

10. On June 11, 2024, DF paid Respondent DeMoura \$2,500 via Zelle transfer.
11. On June 18, 2024, DF paid Pro Square \$10,150 via check.
12. On June 20, 2024, DF paid Pro Square \$10,150 via check.
13. DF paid Respondents a total of \$25,300 for the Project.
14. Between June 20, 2024, and October 2, 2024, DF and Respondent DeMoura discussed work start times, Respondent DeMoura's delays due to medical issues, and permits for the Basement Remodel A. Respondents performed little work during this time.
15. On October 2, 2024, DF texted Respondent DeMoura and expressed concerns because Respondents had not completed the work within the timeframe represented in the Bid.
16. Respondent DeMoura responded to DF and represented that the work would be completed by the second week of November.
17. On November 6, 2024, DF texted Respondent DeMoura and asked, "are you going to finish the basement by the 2nd week of November?"
18. Respondent DeMoura did not respond.
19. On December 9, 2024, DF texted Respondent DeMoura and requested a refund for the work that had not been completed.
20. Respondent DeMoura did not respond.
21. On December 11, 2024, DF texted Respondent DeMoura and again requested a refund.

22. On January 7, 2025, Respondent DeMoura texted DF and stated the remaining work on the exhaust heater, plumbing, and insulation would be done the next week to prepare for drywall.
23. On January 27, 2025, DF asked Respondent DeMoura for an update as "it's been awhile since anyone showed up." Respondent DeMoura responded to DF and stated that the delays were due to an accident and medical issues.
24. On January 28, 2025, DF told Respondent DeMoura that the work needed to be completed by the end of February 2025.
25. On February 25, 2025, Respondent DeMoura texted DF regarding the Basement Remodel A. DF responded with his concerns that the work would not be finished by the end of February 2025.
26. The Basement Remodel A was not completed by the end of February 2025.
27. Between February 25, 2025, and April 14, 2025, Respondents performed some drywall and plumbing work at DF's residence. DF and Respondent DeMoura exchanged text messages regarding delays and getting the work completed.
28. On April 14, 2025, DF texted Respondent DeMoura and requested a breakdown of the material and labor costs. Respondent DeMoura replied, "Yes."
29. On April 18, 2025, Respondent DeMoura texted DF and outlined the cost of materials and labor and offered DF a refund of \$20,000.
30. The following day, DF responded to Respondent DeMoura and rejected the refund offer as there was no accounting of the costs and Respondents had made little progress in nine months.

31. On April 22, 2025, DF texted Respondent DeMoura and requested a full refund. Respondent DeMoura did not respond.
32. On May 28, 2025, DF texted Respondent DeMoura and requested a portion of the refund to move forward with finishing the work with another company. Respondent DeMoura did not respond to DF.
33. To date, Respondents have not completed the work at DF's residence, nor provided a refund.

Consumer GS

34. On or around February 2, 2024, Utah consumer GS (see Appendix A) contacted Respondents to request a quote for their basement remodel.
35. On or around February 7, 2025, Respondents provided GS with Bid N:020425, detailing the scope of the basement remodel project for a total cost of \$54,372.
36. Bid N:020425 represented a completion time of 12 weeks starting on February 5, 2025, a timeline for payments, and required a 50% payment due on the day of signing.
37. On February 7, 2025, Respondent DeMoura texted GS, "just updating we are licensed and insured as well."
38. Respondents were not licensed with the Utah Division of Professional Licensing when Respondent DeMoura sent that text to GS.
39. On February 7, 2025, Respondents provided GS with a "Scope of Work description and itemization" document, detailing the scope of work for the

basement remodel project. This document provided a discount on the total cost of the project, bringing it down to \$46,500.

40. On February 7, 2025, GS paid Respondent DeMoura \$7,000 via Venmo for "Basement deposit."
41. On February 10, 2025, GS paid Respondent DeMoura \$16,250 via wire transfer.
42. On February 11, 2025, GS texted Respondent DeMoura and inquired about the work schedule. Respondent DeMoura responded and stated that at a minimum, Respondents would work on GS's project three days a week.
43. On March 13, 2025, GS texted Respondent DeMoura and requested an update on the basement. Respondent DeMoura responded to GS on March 17, 2025, and stated that Respondents would be there the following day.
44. On March 21, 2025, GS texted Respondent DeMoura and outlined several concerns with the project, as Respondents had only worked two days in the previous three weeks, contrary to what Respondent DeMoura had previously represented to GS.
45. Respondent DeMoura responded to GS and stated the drywall work would begin the following week, and the plumbing would be finished that weekend.
46. On March 29, 2025, GS told Respondent DeMoura that no one showed up the previous week, the plumbing was not finished, and the drywall had not been installed.
47. On April 7, 2025, GS texted Respondent DeMoura and stated that only one day of work was performed by the plumber and that there was still no work done on

the basement and no drywall installation. Respondent DeMoura responded and stated his truck had broken down.

48. On April 13, 2025, Respondent DeMoura requested an advance payment from GS to order more materials and fix his truck. GS responded, expressing frustration with Respondents' request for additional payment, as the progress milestones had not been met.
49. On April 16, 2025, Respondent DeMoura requested an advance payment from GS again. GS declined to make another payment as the drywall was not completed.
50. On April 17, 2025, GS paid Respondent DeMoura \$4,650 via Venmo for "10% of contract," and told Respondent DeMoura that the remaining 10% would be paid once Respondents installed the drywall and met the contracted progress milestone.
51. On or around April 23, 2025, GS emailed Respondents a "Notice of Breach and Opportunity to Cure," which outlined frustrations with delays and overpayment on the project. GS requested that Respondents provide a written response by April 25, 2025, and daily progress toward completion.
52. On April 25, 2025, GS and Respondents signed a document titled "AMENDMENT TO BASEMENT RENOVATION CONTRACT" (Amended Contract). The Amended Contract provided an extended deadline of June 2, 2025, a \$50 per day late penalty applied for each day the project is not

completed after May 3, 2025, until full project completion, a new payment structure, and a personal guarantee by Respondent DeMoura.

53. The Amended Contract contained terms for refunding a portion of payments made, based on the percentage of incomplete work, should Respondents fail to complete the project.
54. On or around May 14, 2025, Respondent DeMoura verbally requested an additional payment from GS for materials.
55. GS paid Respondent DeMoura \$4,650 via Venmo as requested.
56. GS paid Respondents a total of \$32,550 for the project.
57. In a follow-up text message to Respondent DeMoura, GS reiterated the agreed-upon terms and stated that the interior painting, flooring, trim, baseboards, and electrical work needed to be completed by May 21, 2025.
58. On or around May 20, 2025, GS sent Respondents a notice of termination due to Respondents' failure to meet the represented schedule for work. GS also denied Respondents' requests for additional payment outside of the agreed-upon Amended Contract.
59. GS's notice of termination included a refund request and liquidated damages for incomplete work.

Consumer CG

60. On or around June 3, 2025, Utah consumer CG (see Appendix A) contacted Respondents to request a quote for a basement remodel, including the installation of a basement kitchen.

61. On or around June 4, 2025, CG and Respondent DeMoura met and verbally discussed the scope of the project.
62. On June 10, 2025, Respondent DeMoura texted CG the scope of the work details and the costs associated with each item.
63. Respondents did not provide CG with a written contract or invoice, but CG agreed to the texted quote of \$8,000.
64. On June 14 and 15, 2025, CG made a series of deposits via Venmo to Respondent DeMoura, for a total of \$3,700.
65. Between June 15, 2025, and June 24, 2025, CG and Respondent DeMoura exchanged texts regarding the start date and potential changes to the scope of work.
66. On June 24, 2025, CG texted Respondent DeMoura, "when are you planning to come start the work? You said you are going to start it last week, during our initial conversation." Respondent DeMoura responded, "Sure yeah I'll keep you updated."
67. On July 1, 2025, CG texted Respondent DeMoura with concerns about the delay in starting the project and requested a refund of the deposit amount.
68. On July 2, 2025, Respondent DeMoura texted CG and stated the work would begin on July 8, 2025.
69. Respondents did not start work on July 8, 2025, as represented.
70. On July 9, 2025, CG texted Respondent DeMoura and requested a refund.

71. On July 24, 2025, CG texted Respondent DeMoura in a final attempt to get the project started or receive a refund.
72. Respondent DeMoura texted back that Respondents wanted to continue with the project. Respondent DeMoura then ceased all communication with CG.
73. On August 21, 2025, CG emailed Respondents and requested a refund. Respondents did not respond to CG.
74. As of the date of this Citation, Respondents have not performed any work at CG's residence nor refunded CG.

COUNTS 1-2

75. Respondents knowingly or intentionally received payment of \$25,300 from DF for remodeling services, and then failed to provide the goods or services.
76. Respondents knowingly or intentionally received payment of \$32,550 from GS for remodeling services, and then failed to provide the goods or services.
77. The above actions violate the CSPA, Utah Code § 13-11-4(2)(I) (2024):
 - (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:
 - ...
 - (I) after receipt of payment for goods or services, fails to ship the goods or furnish the services within the time advertised or otherwise represented or, if no specific time is advertised or represented, fails to ship the goods or furnish the services within 30 days, unless within the applicable time period the supplier provides the buyer with the option to:
 - (i) cancel the sales agreement and receive a refund of all previous payments to the supplier if the refund is mailed or delivered to the buyer within 10 business days after the day on which the seller receives written notification from the buyer of the buyer's intent to cancel the sales agreement and receive the refund; or
 - (ii) extend the shipping date to a specific date proposed by the supplier;

78. **The above actions are alleged as two violations of the above-referenced statute, with a maximum potential fine of up to \$2,500 per violation.**

COUNT 3

79. Respondents received payment of \$3,700 from CG for remodeling services, and then failed to provide the goods or services.

80. The above actions violate the CSPA, Utah Code § 13-11-4(2)(I) (2025):

(2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier:

(I) after receipt of payment for goods or services, fails to ship the goods or furnish the services within the time advertised or otherwise represented or, if no specific time is advertised or represented, fails to ship the goods or furnish the services within 30 days, unless within the applicable time period the supplier provides the buyer with the option to:

(i) cancel the sales agreement and receive a refund of all previous payments to the supplier if the refund is mailed or delivered to the buyer within 10 business days after the day on which the seller receives written notification from the buyer of the buyer's intent to cancel the sales agreement and receive the refund; or

(ii) extend the shipping date to a specific date proposed by the supplier;

81. **The above actions are alleged as one violation of the above-referenced statute, with a maximum potential fine of up to \$2,500 per violation.**

COUNTS 4-5

82. Respondents agreed to refund DF for remodeling services that Respondents did not provide. Respondents failed to refund DF as represented.

83. Respondents agreed to refund GS if the project was not completed within the timeframe contained in the Amended Contract. Respondents failed to complete the project in the required timeframe and then failed to refund GS as agreed.
84. The above actions violate the CSPA, Utah Code § 13-11-4(1) (2024 & 2025):
- (1) A deceptive act or practice by a supplier in connection with a consumer transaction violates this chapter whether it occurs before, during, or after the transaction.
85. **The above actions are alleged as two violations of the above-referenced statute, with a maximum potential fine of up to \$2,500 per violation.**

COUNT 6

86. Respondents received \$3,000 as a deposit from CG for basement remodeling work. Respondent did not provide the remodeling services, and CG made a valid refund request. Respondents failed to refund CG as agreed upon.
87. The above actions violate the CSPA Rule, Utah Admin Code R152-11-10(C):
- C. It shall be a deceptive act or practice in connection with a consumer transaction for a supplier who has accepted a deposit and has received from the consumer within a reasonable time a valid request for refund of the deposit to fail to make the refund within 30 calendar days after receipt of such request.
88. **The above actions are alleged as one violation of the above-referenced rule, with a maximum potential fine of up to \$2,500 per violation.**

COUNT 7

89. Respondents represented to GS that they were licensed and insured to perform the remodeling work, when in fact, Respondents were not licensed in the state of Utah.

90. The above actions violate the CSPA, Utah Code § 13-11-4(2)(i) (2024):
- (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:
- ...
- (i) indicates that the supplier has a sponsorship, approval, or affiliation the supplier does not have;

91. **The above actions are alleged as one violation of the above-referenced statute, with a maximum potential fine of up to \$2,500 per violation.**

COUNT 8

92. Respondents agreed to pay GS \$50 per day, beginning May 3, 2025, until the project was completed.

93. Respondents did not complete the project before May 3, 2025, and have not paid GS \$50 for each day the project remained unfinished.

94. The above actions violate the CSPA, Utah Code § 13-11-4(2)(a) (2024):
- (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally:
- ...
- (a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not;

95. **The above actions are alleged as one violation of the above-referenced statute, with a maximum potential fine of up to \$2,500 per violation.**

Total Alleged Counts: 8
Total Potential Fine Amount: \$20,000

RELIEF

The Division has considered: the seriousness, nature, circumstances, extent, and persistence of the alleged conduct; the harm caused by the alleged conduct; the Respondents' efforts to prevent violations of the law, to mitigate the harm caused by the violation, its history of previous violations, and its level of cooperation with the Division's investigation; and the need to deter Respondents and others from committing the same violation(s) in the future.

Based on the foregoing, the Division **imposes a fine of \$20,000** against Respondents, and **orders Respondents to cease and desist** from violating *Utah Consumer Sales Practices Act (CSPA)*, Utah Code § 13-11-1 *et seq.* and CSPA Rule, Utah Admin. Code R152-11-1 *et seq.*

If Respondents fail to request a hearing within 20 calendar days of issuance of this Citation, the Citation will become the FINAL ORDER of the Division. Utah Code § 13-2-6(3)(e)(i). Please review the attached Notice, Frequently Asked Questions, and Request for Review documents for important information about your rights.

DATED this 2 day of December, 2025.



Edgar White – Investigator
UTAH DIVISION OF CONSUMER PROTECTION

Appendix A

Consumer Name	Consumer Initials	City of Residence	State of Residence
	DF		Utah
	GS		Utah
	CG		Utah

CERTIFICATE OF SERVICE

I certify that I have this day issued and served the foregoing citation on the parties of record in this proceeding set forth below by mailing a copy thereof, properly addressed by first class mail and certified mail with postage prepaid, to:

PRO SQUARE CONSTRUCTION LLC
[REDACTED]

MAPLETON, UT 84664

PIERRE WINKLER DEMOURA-VENCESLAU
[REDACTED]

MAPLETON, UT 84664

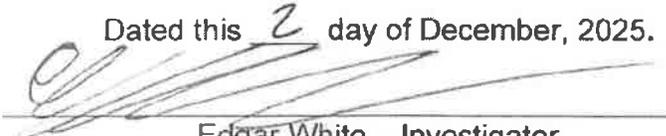
I hereby certify that I have this day issued and served the foregoing citation by email to the following:

Division of Consumer Protection
dcplegal@utah.gov

Department of Commerce - Administrative Law Judges
CommerceALJs@utah.gov

Pro Square Construction LLC
info@prosquareconstruction.com

Dated this 2 day of December, 2025.



Edgar White – Investigator
UTAH DIVISION OF CONSUMER PROTECTION

NOTICE - IMPORTANT - READ CAREFULLY

This citation may be contested by filing a request for review, in writing, within 20 days of issuance of this citation. Following receipt of a request for review, an informal hearing will be scheduled before the State of Utah, Department of Commerce, Division of Consumer Protection pursuant to Utah Code § 63G-4-203, Procedures for Informal Adjudicative Proceedings. The purpose for the hearing is a review of the citation for factual and legal sufficiency and other questions to be determined by the presiding officer.

A citation that is not contested becomes the final order of the Division. Utah Code § 13-2-6(3)(e)(i) A defaulted party may make a motion to the presiding officer to set aside a default. Utah Code § 63G-4-209(3). The defaulted party may seek agency review pursuant to Utah Code § 63G-4-301, or reconsideration pursuant to Utah Code § 63G-4-302, only of the presiding officer's decision on the motion to set aside the default. See Utah Code § 63G-4-209(3)(c).

In addition to any fines that may be levied, a cease and desist order may be entered against you. An intentional violation of a final cease and desist order is a third degree felony. Utah Code § 13-2-6(2).

To request a review of the citation, please send your written request for review to DCPLegal@utah.gov, or by mail to:

Katherine Hass – Director
Utah Division of Consumer Protection
160 East 300 South, Second Floor
PO Box 146704
Salt Lake City, UT 84114-6704

A presiding officer will be designated by the Director of the Division of Consumer Protection to conduct the hearing in your case and may be reached at:

Department of Commerce - Administrative Law Judges
Heber M. Wells Bldg., 2nd Floor
160 East 300 South
Salt Lake City, UT 84114
(801) 530-6166
Email: CommerceALJs@utah.gov

A copy of Utah Admin. Code R477-101, Administrative Law Judge Conduct Committee, is available online at <https://rules.utah.gov/publicat/code/r477/r477-101.htm>.

Please be advised that all inquiries, correspondence, or other contacts concerning this citation, with the exception of any written request for review as set out above, should be directed to the below-named Division employee, designated by the Director of the Division of Consumer Protection pursuant to Utah Code § 13-2-6(3):

Edgar White – Investigator
Utah Division of Consumer Protection
PO Box 146704
Salt Lake City, UT 84114-6704
Telephone: (801) 530-6601

FREQUENTLY ASKED QUESTIONS

1. **How can I talk to someone at the Division about this citation?** The name of the investigator assigned to your case appears at the end of your citation. If you call the Division, 801-530-6601 and press 0, the receptionist can help transfer you to the assigned investigator.
2. **Can I resolve the citation without a hearing?** Contact the investigator assigned to your case if you are interested in a settlement to see if a settlement is possible in your case.
3. **How do I respond to the citation?** You may challenge the citation by submitting a written Request for Review using the attached form or using your own form.
4. **How long do I have to respond to the citation?** You have 20 calendar days from issuance of the citation to submit a Request for Review.
5. **What happens after I submit a Request for Review?** The presiding officer will send you a Notice of Administrative Hearing specifying a time, date, and location of a hearing before the Division.
6. **Who will preside over the case?** The name of the presiding officer for the hearing will be on your Notice of Administrative Hearing. Please address the presiding officer by name (e.g., "Judge Smith"). You may contact the presiding officer with any technical or procedural questions, but the presiding officer may not discuss the merits of the case with you.
7. **What if I have a scheduling conflict with the scheduled hearing time?** Failure to attend a hearing may result in a default and entry of judgment against you. You may ask the presiding officer assigned to your case, in writing, to reschedule the hearing if you have a conflict or require more time to prepare. A request for additional time is within the discretion of the presiding officer and may not be granted, particularly if requested only shortly before the scheduled hearing.
8. **What should I expect at a hearing?** An administrative law judge will act as the presiding officer and direct the proceeding. The hearing room has two tables for the parties, with the presiding officer sitting at the front of the hearing room. Generally, you (and your counsel, if applicable) will sit at one of the tables and Division staff will sit at the other table. Beginning with the Division, both sides will have an opportunity to present witnesses, evidence, and argument in support of why the citation should or should not stand.
9. **What kind of evidence can I present?** All parties may testify, present evidence, and comment on the issues. In presenting evidence, any party may examine witnesses and submit exhibits. At the request of either party, or at his or her own initiative, the presiding officer may also choose to examine a witness. Any party may ask to present a witness by telephone. The presiding officer may exclude any evidence he or she deems irrelevant, immaterial, or unduly repetitious or improper.
10. **How can I determine what evidence the Division has?** Discovery is prohibited in informal hearings, but parties may request information contained in the agency's files to the extent permitted by law. You may contact the assigned investigator to request access to this information.
11. **What is the burden of proof for the Division at a hearing?** Generally, the Division is responsible to prove its case against you by substantial evidence.
12. **Must I have an attorney?** You may represent yourself or be represented through an attorney. You may also represent a business that you own or manage.

You should not rely on this letter alone for instructions regarding hearings. The hearing is governed by law (including the Administrative Procedures Act, see Utah Code § 63G-4 *et al.*, Utah Division of Consumer Protection, see Utah Code § 13-2 *et al.*, and Department of Commerce Administrative Procedures Act Rules, see Utah Admin. Code R151-4.) You may access these laws and rules at le.utah.gov and rules.utah.gov.



DIVISION OF CONSUMER PROTECTION
Heber M. Wells Building
160 East 300 South
PO Box 146704
Salt Lake City, UT 84114-6741
Telephone: (801) 530-6601
Email: dcplegal@utah.gov

REQUEST FOR REVIEW

DCP Legal File No.		Date of Citation:	
Name:		Phone: ()	
Address:			
City:		State:	Zip:
Email:			

Requests for review must be received by the division within 20 calendar days of issuance of the citation. Utah Code § 13-2-6(3). If you fail to make a timely request, the citation shall become the final order of the division. If you represent multiple respondents, please submit a separate request for each respondent.

You may wish to consult an attorney before submitting this form and any attachments.

Select only one of the following:

- I admit to the statutory violation(s) described in the citation. The presiding officer will enter an order, impose a fine, and issue a cease and desist order.
- I admit to the statutory violation(s) described in the citation, but request a hearing to explain the circumstances of the violation(s) and request a reduced fine. *(If desired, attach a brief typewritten explanation of the circumstances of the violations. The presiding officer may ask you to submit an additional response.)*
- I contest the occurrence of the violation(s) described in the citation and request a hearing to contest the citation. *(If desired, attach a brief typewritten response to the allegations in the citation. The presiding officer may ask you to submit an additional response.)*

I certify that I have knowingly and voluntarily made the above election of rights. I understand that if I request a hearing the presiding officer will notify me in writing of the hearing date. If I fail to appear at the hearing, a default judgment may be entered against me. I acknowledge that I have either sought the advice of an attorney or have voluntarily chosen not to do so.

Signature	Date of Signature
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