

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

Before the Commissioner of the Division of Mortgage Lending

In the Matter of:)
EAG & ASSOCIATES LLC d/b/a) Order No. 2017-006
STEWART TITLE HOLDINGS,)
a/k/a EAG TITLE,) Case No. 2017-006
a/k/a EAG TITLE & ASSOCIATES,)
Escrow Agency License No.: UNL,)
and)
ALESSANDRO "ALEX" CIACCIO,)
Escrow Agent License No. UNL,)
Respondents.)

ORDER TO CEASE AND DESIST,
ORDER TO MAKE RESTITUTION,
ORDER IMPOSING AN ADMINISTRATIVE FINE AND INVESTIGATIVE COSTS,
AND
NOTICE OF OPPORTUNITY FOR HEARING

Issued and Entered,
This 17th day of July, 2017,
By Cathy Sheehy,
Commissioner

I.
ORDER TO CEASE AND DESIST,
ORDER TO MAKE RESTITUTION, AND
ORDER IMPOSING AN ADMINISTRATIVE FINE AND INVESTIGATIVE COSTS

The Commissioner of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending ("the Commissioner") having been statutorily charged with the responsibility and authority to administer and enforce Chapter 645A of the Nevada Revised Statutes, NRS 645A.010 *et seq.* ("NRS 645A" or "the Statute"), and Chapter 645A of the Nevada Administrative Code,

1 NAC 645A.005 *et seq.* (“NAC 645A” or “the Regulation”) (collectively, “the Act”), governing the
2 licensing and conduct of escrow agencies and escrow agents in the state of Nevada; and,

3 The Commissioner having been vested with general supervisory power and control over all
4 escrow agencies and escrow agents doing business in the state of Nevada pursuant to the Act; and,

5 The Commissioner having been further vested with broad authority to conduct investigations to
6 determine whether any person has violated any provision of the Act; and,

7 The Division of Mortgage Lending (“the Division”) having received information indicating that
8 EAG & ASSOCIATES LLC d/b/a STEWART TITLE HOLDINGS, a/k/a EAG TITLE, a/k/a EAG
9 TITLE & ASSOCIATES (collectively or alternatively, “EAG”), and ALESSANDRO “ALEX”
10 CIACCIO (“CIACCIO”) (collectively, “RESPONDENTS”) were engaged in activities requiring
11 licensure as an escrow agency or escrow agent under the Act; and,

12 The Division having received a complaint against RESPONDENTS on or about March 11,
13 2016, and commenced an investigation pursuant to NRS 645A.110 and determined, from that
14 investigation, that RESPONDENTS were engaged in activities requiring licensure as an escrow agency
15 or escrow agent under the Act; and,

16 The Division staff having reported the results of its investigation to the Commissioner; and,

17 The Commissioner having reviewed the results of the investigation and makes the following
18 FINDINGS OF FACT and CONCLUSIONS OF LAW:

19 **Findings of Fact**

20 1. NRS 645A.015(1) prohibits a person from engaging in, carrying on, or holding himself
21 or herself out as engaging in or carrying on, the business of administering escrows or to act in the
22 capacity of an escrow agent or escrow agency with respect to any transaction involving real or personal
23 property located in Nevada, without first obtaining a license as an escrow agent or escrow agency under
24 the Statute.

25 2. Subsections (1), (7), (8), and (9) of NRS 645A.010 define the terms “business of
26 administering escrows,” “administering escrows,” “escrow agency” and “escrow agent” as follows:

1 (1) "Business of administering escrows" or "administering escrows" means the
2 process of managing, conducting or supervising an escrow or escrow-related
3 transaction as an escrow agent or escrow agency.

4 (7) "Escrow" means any transaction wherein one person, for the purpose of
5 effecting or closing the sale, purchase, exchange, transfer, encumbering or leasing
6 of real or personal property to another person or persons, delivers any written
7 instrument, money, evidence of title to real or personal property, or other thing of
8 value to a third person to be held by such third person until the happening of a
9 specified event or the performance of a prescribed condition, when it is then to be
10 delivered by such third person, in compliance with instructions under which he or
11 she is to act, to a grantee, grantor, promisee, promisor, obligee, obligor, lessee,
12 lessor, bailee, bailor or any agent or employee thereof. The term includes the
13 performance of the services of a construction control.

14 (8) "Escrow agency" means:

15 (a) Any person who employs one or more escrow agents; or

16 (b) An escrow agent who administers escrows on his or her own behalf.

17 (9) "Escrow agent" means any natural person employed by and associated with an
18 escrow agency engaged in the business of administering escrows for
19 compensation.

20 3. A person commits a violation of NRS 645A.090(1)(d) if such person has committed
21 fraud in connection with any transaction governed by the Statute.

22 4. The Division's investigation specifically found the following:

23 a. RESPONDENTS did not obtain state, county, or city business licenses to conduct
24 business in Nevada. Records of the Florida Department of State, Division of Corporations reflect that
25 CIACCIO, on behalf of numerous entities for which he was identified as the resident agent and manager
26 or managing partner, was registered to conduct business in the state of Florida, including operation of
27 A-Tradex Development L.L.C. ("A-Tradex," as filed on October 29, 2015) in Sarasota, Florida.

1 b. EAG and CIACCIO are not currently and have at no time relevant to this matter been
2 licensed as a respective escrow agency or escrow agent in Nevada under the Act.

3 c. EAG advertised on its website, www.eag-title.com, that as a
4 “title insurance agency underwritten by several national title insurers”, it proudly works “hand in hand
5 with Stewart Title and Chicago Title” to provide “an unexpected level of care and service to the Client,
6 compelling him/her to become a ‘Customer for Life.’” Providing its alleged respective business-contact
7 addresses and telephone numbers, EAG represented that it maintained a Nevada office at Park Run
8 Drive, Las Vegas, Nevada, as well as a Sarasota, Florida office.

9 d. On or about October 27, 2015, A-Tradex purchased residential property, a condominium
10 unit, located on East Flamingo Road, Las Vegas, Nevada (“subject property”) for the price of
11 \$102,883.00.

12 e. On or about January 19, 2016, A-Tradex sold the subject property to A.M. (an apparent
13 resident of Houston, Texas) for the price of \$143,000.00. A-Tradex is currently an inactive company.

14 f. In approximately February 2016, COMPLAINANT R.P., a private investor accustomed
15 to working with a certain Nevada mortgage broker (“the broker”) in his ventures, learned that J.D. (an
16 apparent resident of Nokomis, Florida) sought to obtain a cash loan to enable J.D.’s purchase of the
17 subject property from A.M. at the price of \$143,000.00. Working with the broker, COMPLAINANT
18 R.P. agreed to loan J.D. \$60,000.00 in cash to complete the sale.

19 g. On February 1, 2016, J.D. e-mailed an escrow officer at the Nevada Division of Stewart
20 Title Company, to request that it prepare a preliminary title report as well as provide him wiring
21 information, concerning his anticipated purchase of the subject property from A.M.

22 h. On or about February 4, 2016, in response to J.D.’s request for a title-insurance policy
23 concerning the subject property, a title officer for Stewart Title Company issued a Preliminary Report
24 identifying A.M. as the seller, and J.D. as the buyer/borrower, referencing Order No. XXXXX20360.
25 Stewart Title Company’s report reflects the existence of a deed of trust securing the indebtedness of
26 A.M. in the amount of \$114,400.00.
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1 i. Wire instructions from Stewart Title Company dated February 1, 2016, as contained on
2 company letterhead identifying its Las Vegas address, request that funds be transferred to directly to its
3 account through US Bank in California, referencing the Account Name as Stewart Title Company, File
4 No. XXXXX20360, reference party: J.D.

5 j. On February 13, 2016, J.D. and A.M. entered into a written agreement which
6 memorialized J.D.'s offer to purchase the subject property from A.M. for the purchase price of
7 \$143,000.00. The terms of the agreement specified that that the purchase price included the initial
8 earnest money deposit of \$43,000.00 by the Buyer, the payment of which was stated to have
9 "ALREADY" been paid to the Seller. The agreement further provided that the deposit would be held in
10 escrow until the sale was closed, at which time the money would be credited to the Buyer or until the
11 offer was otherwise terminated.
12

13 k. As signed by EAG's alleged accountant on February 18, 2016, EAG, through "Chip
14 Davidson," EAG's self-identified escrow officer, claimed in a letter allegedly provided to the relevant
15 homeowner's association ("HOA") respecting the subject property, that an "Escrow" had been opened
16 in EAG's office for the sale of the subject property, referencing Escrow No. XXXXX-50460.
17

18 l. As provided to the Division by the broker, a "Preliminary Report" dated February 17,
19 2016, as also allegedly prepared by Stewart Title concerning the subject property, referenced Order No.
20 XXXXX-50460 (the same escrow number identified in EAG's purported HOA correspondence). This
21 version of the Preliminary Report omitted any reference to a deed of trust encumbering the subject
22 property.
23

24 m. On February 23, 2016, as reflected in the loan documents subsequently provided to the
25 Division by the broker, the broker originated an \$85,000.00 mortgage loan for purchase of the subject
26 property by J.D.

27 n. On February 24, 2016, in Siesta Key, Florida, CIACCIO opened an escrow account at
28 the Bank of America entitled "EAG & ASSOCIATES LLC DBA STEWART TITLE HOLDINGS"

1 with a zero-balance (Bank America, Account No. XXXX XXXX 1544). CIACCIO was the sole
2 authorized signatory and only person named on that account (hereinafter referred to as the “Bank of
3 America Escrow Account”).

4 o. On February 25, 2016, the broker e-mailed COMPLAINANT R.P. a copy of wire
5 transfer instructions as drafted by RESPONDENTS, dated February 24, 2016, the letterhead of which
6 bore the name and title, “Chip Davidson, Escrow Officer” (“EAG wire instructions”). These wire
7 instructions, identifying the subject property address and Escrow Account No. XXXXX-50460 (the
8 same escrow account number as identified in both EAG’s purported HOA correspondence and in the
9 alleged February 17, 2016 “Preliminary Report”) directed that wire transfers be sent and credited to
10 STEWART TITLE HOLDINGS, at RESPONDENTS’ Bank of America Escrow Account.

11 p. On March 2, 2016, after having been notified by EAG that J.D. had made his cash
12 deposit toward the purchase of the subject property, COMPLAINANT R.P. directed a wire transfer of
13 \$58,800.00 from his Citibank account (\$60,000 less a fee of \$1,200.00) to the RESPONDENTS’ Bank
14 of America Escrow Account as provided in EAG’s wire transfer instructions. Immediately thereafter,
15 commencing on March 2, 2016, through March 8, 2016, RESPONDENTS made or caused to be made
16 from the Bank of America Escrow Account, as established and controlled by CIACCIO, a series of cash
17 withdrawals, wire transfers to other accounts (as held by CIACCIO or A.M.), and other depletions of
18 funds (including withdrawals achieved by utilization of a check card to procure sporting goods, hotel
19 lodging, air travel, and other sources of entertainment) in the amount of \$37,606.65, which upon the
20 addition of \$112.42 in charged service fees, resulted in depleted funds totaling \$37,719.07.

21 q. Records of the Las Vegas, Clark County Assessor’s Office reflect that ownership of the
22 subject property is currently held by A.M. (A.M.’s purported sale thereof to J.D. having not been
23 completed).

24 r. Upon information and belief, on or about March 9, 2016, upon learning, among other
25 things, that EAG had no business office in Las Vegas and was not licensed to conduct business in
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1 Nevada, and that EAG drafted or utilized fraudulent wiring instructions by RESPONDENTS to
2 accomplish funding of a Bank of America Escrow Account for disbursements to RESPONDENTS,
3 COMPLAINANT J.P. ultimately achieved closure of the Bank of America Escrow Account and
4 recovered \$21,080.93 of his \$58,800.00 investment.

5 s. From approximately February 24, 2016, through March 8, 2016, RESPONDENTS
6 engaged in, carried on, or held themselves out as engaging in or carrying on, the business of
7 administering escrows, or acted in the capacity of an escrow agent and escrow agency in Nevada with
8 respect to a transaction involving real or personal property located in Nevada, when, for the ostensible
9 purpose of effecting or closing the sale or purchase of the subject property in this matter,
10 RESPONDENTS opened and controlled a bank account, the Bank of America Escrow Account, to
11 serve as the depository in which they would purportedly hold, on behalf of the transacting parties to the
12 alleged sale or purchase of the subject property, the funds necessary to accomplish such sale or
13 purchase.
14

15 t. RESPONDENTS engaged in activities and conduct which required Nevada licensure as
16 an escrow agency and escrow agent.
17

18 u. Beginning on or about January 19, 2016, and continuing through at least March 8, 2016,
19 RESPONDENTS committed fraud in the escrow transaction concerning the subject property in this
20 matter when they orchestrated or participated in a scheme, plan, device, or artifice to establish and
21 control a mechanism whereby RESPONDENTS could deprive COMPLAINANT R.P. of the funds he
22 deposited in what he intended and understood to be the escrow account for the purpose of J.D.'s
23 residential mortgage loan. In particular, RESPONDENTS opened and controlled the Bank of America
24 Escrow Account, and drafted the wiring instructions relied upon by COMPLAINANT R.P. in providing
25 the funding of that account, for which RESPONDENTS contrived to serve as the conduit by which the
26 funds so deposited or credited by COMPLAINANT R.P. under false pretenses concerning an escrow
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1 transaction, could be, and were, transmitted directly to a repository to which RESPONDENTS had
2 immediate and unfettered access and did utilize for the personal benefit of CIACCIO and A.M.

3 v. RESPONDENTS committed fraud in connection with transactions governed by the
4 Statute.

5 w. In connection with the foregoing described activities with respect to the alleged subject
6 property, COMPLAINANT R.P. wired the amount of \$58,800.00 from his Citibank account to
7 RESPONDENTS' Bank of America Escrow Account.

8 x Upon information and belief, as a result of RESPONDENTS' unlicensed activity, as well
9 as fraud committed in connection with the transactions therewith, in violation of the Statute,
10 COMPLAINANT R.P. suffered direct economic harm in the amount of \$37,719.07.
11

12 5. NAC 645A.350 vests in the Commissioner the authority to order a person engaging in
13 activity in violation of NRS 645A or NAC 645A to immediately cease and desist from engaging in the
14 activity.
15

16 6. NRS 645A.235 vests in the Commissioner the authority to order a person who engages
17 in an activity for which licensure is required under the Act, to pay restitution to any person who has
18 suffered an economic loss as a result of the provisions of the Act.

19 7. NRS 645A.086(1) grants the Commissioner authority to impose an administrative fine of
20 not more than \$25,000.00 upon any person who offers or provides any of the services of an escrow
21 agent or escrow agency or otherwise engages in, carries on, or holds himself or herself out as engaging
22 in or carrying on the business of an escrow agent or escrow agency and, at the time, the person was
23 required to have a license pursuant to NRS 645A and did not have such a license.
24

25 8. NRS 645A.221(2) grants the Commissioner authority to impose an administrative fine of
26 not more than \$50,000.00 upon any person, general partner, director, officer, agent or employee of a
27 person who is required to be licensed pursuant to NRS 645A.015, and who violates NRS 645A.015.
28

1 Order

2 The Commissioner having formed the opinion based upon the foregoing that RESPONDENTS
3 have been or are engaged in unlicensed, fraudulent, activities in violation of the Statute and concluded
4 and determined that RESPONDENTS should be ordered to: 1) cease and desist from engaging in any
5 activity requiring licensure under NRS 645A; 2) make restitution; 3) pay an administrative fine; and
6 4) pay the Division's investigative costs.

7 NOW, THEREFORE, IT IS ORDERED that EAG & ASSOCIATES LLC d/b/a STEWART
8 TITLE HOLDINGS, a/k/a EAG TITLE, a/k/a EAG TITLE & ASSOCIATES; and ALESSANDRO
9 "ALEX" CIACCIO shall immediately CEASE AND DESIST from advertising, engaging in, or
10 otherwise carrying on or holding themselves out as engaging in or carrying on any activities that require
11 licensure as an escrow agency or escrow agent under the Statute.

12 IT IS FURTHER ORDERED that RESPONDENTS make RESTITUTION to COMPLAINANT
13 R.P. in the sum of \$37,719.07 no later than 30 days after the effective date of this Order. The
14 RESTITUTION shall be and hereby is required, jointly and severally, by EAG & ASSOCIATES LLC
15 d/b/a STEWART TITLE HOLDINGS, a/k/a EAG TITLE, a/k/a EAG TITLE & ASSOCIATES; and
16 ALESSANDRO "ALEX" CIACCIO in accordance with NAC 645A.235. RESPONDENTS shall
17 contact the Division within 21 calendar days of the effective date of this Order to make arrangements
18 for the delivery of the required restitution to COMPLAINANT R.P.

19 IT IS FURTHER ORDERED that an ADMINISTRATIVE FINE in the amount of \$50,000.00
20 (consisting of \$25,000.00 for violation of NRS 645A.015(1), and \$25,000.00 for violation of
21 NRS 645A.090(1)(d)) shall be and hereby is imposed, jointly and severally, on EAG & ASSOCIATES
22 LLC d/b/a STEWART TITLE HOLDINGS, a/k/a EAG TITLE, a/k/a EAG TITLE & ASSOCIATES;
23 and ALESSANDRO "ALEX" CIACCIO in accordance with NRS 645A.086(1) and NRS 645A.221(2).
24 The ADMINISTRATIVE FINE shall be due and payable on the 30th day following the effective date of
25 this Order and shall be tendered to the Division in accordance with the attached wire transfer
26 instructions.

27 IT IS FURTHER ORDERED that RESPONDENTS shall be and hereby are assessed, jointly and
28 severally, on EAG & ASSOCIATES LLC d/b/a STEWART TITLE HOLDINGS, a/k/a EAG TITLE,

1 a/k/a EAG TITLE & ASSOCIATES; and ALESSANDRO "ALEX" CIACCIO, the Division's
2 INVESTIGATIVE COSTS in the amount of \$7,920.00 in accordance with NRS 622.400. The
3 INVESTIGATIVE COSTS shall be due and payable on the 30th day following the effective date of this
4 Order and shall be tendered to the Division in accordance with the attached wire transfer instructions.

5 IT IS FURTHER ORDERED that an administrative hearing shall be scheduled in this matter
6 only if RESPONDENTS timely request an administrative hearing in accordance with the instructions
7 set forth in Section II of this Order entitled Notice of Opportunity for an Administrative Hearing. **If no**
8 **administrative hearing is requested within 20 calendar days of the effective date of this ORDER,**
9 **RESPONDENTS shall be deemed to have waived and relinquished the right to an administrative**
10 **hearing in this matter and a FINAL ORDER shall be issued.**

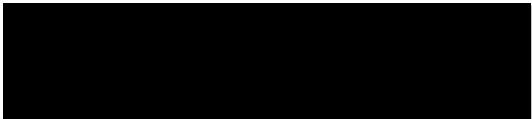
11 IT IS FURTHER ORDERED that this Order shall be and is effective and enforceable on the
12 date that it is issued and entered, as shown in the caption hereof.

13 IT IS FURTHER ORDERED that this Order shall remain effective and enforceable until
14 terminated, modified, set aside, or suspended in writing by the Commissioner.

15 IT IS FURTHER ORDERED that the Commissioner specifically retains jurisdiction over the
16 matters contained herein and has the authority to issue such further order(s) as she shall deem just,
17 necessary, and appropriate to enforce the Act and protect the public.

18 IT IS SO ORDERED.

19
20 DIVISION OF MORTGAGE LENDING

21
22 By: 
23 Cathy Sheehy, Commissioner

24 II.

25 NOTICE OF OPPORTUNITY FOR ADMINISTRATIVE HEARING

26 NAC 645A.350 provides as follows:

- 27 1. If a person engages in an activity in violation of the provisions of this
28 chapter or chapter 645A of NRS or an order of the Commissioner, the

1 Commissioner may issue an order to the person directing the person to
2 cease and desist from engaging in the activity.

3 2. The order to cease and desist must be in writing and must state that,
4 in the opinion of the Commissioner, the person has engaged in an activity:

5 (a) For which the person has not received a license as required by this
6 chapter or chapter 645A of NRS; or

7 (b) In a manner that violates the provisions of this chapter or chapter
8 645A of NRS or an order of the Commissioner.

9 3. A person who receives an order to cease and desist pursuant to this
10 section shall not engage in any activity governed by this chapter or
11 chapter 645A of NRS after receiving the order unless the order is
12 suspended or rescinded.

13 4. Not later than 20 calendar days after receiving an order pursuant to
14 this section, the person who receives the order may file a verified petition
15 with the Commissioner to request a hearing. Upon receipt of the verified
16 petition, the Commissioner may, for good cause shown, suspend the order
17 pending the hearing. The Commissioner will hold the hearing on a date
18 not later than 30 calendar days after the date the petition is filed unless the
19 Commissioner and the person agree to another date. The order to cease
20 and desist is rescinded if the Commissioner fails to:

21 (a) Hold a hearing:

22 (1) Not later than 30 calendar days after the petition is filed; or

23 (2) On a date agreed to by the Commissioner and the person; or

24 (b) Render a written decision within 45 days after the hearing is
25 concluded.

26 5. The decision of the Commissioner after a hearing is a final decision of
27 the Commissioner for the purposes of judicial review. [Emphasis added.]

28 NAC 645A.365 provides as follows:

1 1. If the Commissioner enters an order taking any disciplinary action
2 against a person, denying a person's application for a license, denying a
3 provider the right to teach approved courses, denying the approval of a
4 provider's course or denying the right of an instructor of a provider to
5 teach an approved course or approved courses, the Commissioner will
6 cause a written notice of the order to be served personally or sent by
7 certified mail or telegram to the person.

8 2. Unless a hearing has already been conducted concerning the matter,
9 the person, upon application, is entitled to a hearing. If the person does
10 not make such an application within 20 days after the date of the initial
11 order, the Commissioner will enter a final order concerning the matter.

12 3. A person may appeal a final order of the Commissioner taking any
13 disciplinary action against the person in accordance with the provisions of
14 chapter 233B of NRS that apply to a contested case.

15 [Emphasis added.]

16 **If you wish to exercise your right to an opportunity for an administrative hearing, within**
17 **20 calendar days after receiving this Order, you must file a verified petition with the**
18 **Commissioner to request a hearing.**

19 The verified petition requesting a hearing must be delivered to:

20 Division of Mortgage Lending
21 Attn. Susan Slack
22 3300 West Sahara Avenue, Suite 285
23 Las Vegas, Nevada 89102

24 **If you fail to timely file a verified petition to request a hearing, your right to a hearing to**
25 **contest this matter will be deemed waived and relinquished.**

1 STATE OF NEVADA
2 DEPARTMENT OF BUSINESS AND INDUSTRY
3 DIVISION OF MORTGAGE LENDING

4 Before the Commissioner of the Division of Mortgage Lending

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6
7 In the Matter of:)

8 EAG & ASSOCIATES LLC d/b/a)
9 STEWART TITLE HOLDINGS,)
10 a/k/a EAG TITLE,)
11 a/k/a EAG TITLE & ASSOCIATES,)
Escrow Agency License No.: UNL,)

Order No. 2017-006

Case No. 2017-006

12 and)

13 ALESSANDRO "ALEX" CIACCIO,)
14 Escrow Agent License No. UNL,)

15 Respondents.)
16

17 **REQUEST FOR INFORMAL CONFERENCE OR HEARING**

18
19 I, _____ hereby request an informal
20 conference or contested case hearing, as applicable, in the above-captioned matter.

21 **CONTACT INFORMATION**

22 (Provide contact information and check as applicable)

23 Home address: _____
24 _____

25 Mailing address: _____
26 _____

27 Home Phone: _____

Mobile Phone: _____

28 Office Phone: _____

E-mail Address: _____

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COUNSEL CONTACT INFORMATION

Name of Counsel: _____

Address: _____

Office Phone: _____ E-mail Address: _____

_____ I **am not** represented by counsel and direct all documents and correspondence regarding this matter to be sent to me at the address represented above.

_____ I am represented by counsel and direct all documents and correspondence regarding this matter to be sent to my counsel of record at the address provided above. (Attorneys must attach and file an appearance with this response.)

Respectfully Submitted,
