No. **2026-10020**

Official Order
of the
Texas Commissioner of Insurance

Date: 07/10/2026

Subject Considered:

TrustPro Title & Escrow, Inc
6010 W Spring Creek Pkwy Ste 256
Plano, TX 75024-3569

Consent Order
TDI Enforcement File No. 38273

General remarks and official action taken:

This is a consent order with TrustPro Title & Escrow, Inc (TrustPro). The Texas Department of Insurance (TDI) conducted a compliance audit of another title agency and discovered TrustPro was coordinating and closing title insurance transactions for them without holding a Texas title agency license. After becoming licensed, TDI conducted a compliance of TrustPro and discovered violations of the Texas Insurance Code and Texas Administrative Code. TrustPro has agreed to pay an administrative penalty of $55,000.

Waiver

TrustPro acknowledges that the Texas Insurance Code and other applicable law provide certain rights. TrustPro waives all of these rights, and any other applicable procedural rights, in consideration of the entry of this consent order.

Findings of Fact

1. TrustPro, firm identification number 225075, holds a title agency license with an underwriter qualification issued by TDI on April 22, 2025.

2. TDI conducted a comprehensive compliance audit of TrustPro as of November 20, 2025, pursuant to TEX. INS. CODE § 2602.103.

True Concept Title, Inc.

3. True Concept Title, Inc. (True Concept), firm identification number 114257, holds a title agency license with an underwriter qualification issued by TDI on December 17, 2015.

4. TrustPro and True Concept have the same designated on-site manager, Mark Clements. Both title agencies had the same business address until April 28, 2026, when True Concept changed its address with TDI.

5. TrustPro was a title agency based in Florida prior to obtaining a title agency license in Texas. "Trust Pro Title and Escrow, Inc.", the Florida based company, has the same Employer Identification Number (EIN) used to license the Texas entity, TrustPro.

6. TDI conducted a comprehensive compliance audit of True Concept as of August 13, 2025, pursuant to TEX. INS. CODE § 2602.103, and found multiple violations involving TrustPro.

7. TrustPro did not hold a title agency license with TDI at the time of the True Concept audit.

Unauthorized Business of Insurance

8. A person engages in the business of title insurance if the person:

   a. As insurer, guarantor, or surety, makes or proposes to make a contract or policy of title insurance or its equivalent;

   b. Transacts or proposes to transact any phase of title insurance, including;
      i. Soliciting;
      ii. Title examination other an examination conducted by an attorney;
      iii. Closing the transaction than a closing conducted by an attorney;
      iv. Executing a contract of title insurance; and
      v. Insurance and transacting matters arising out of the contract after the contract is executed, including reinsurance; or

c. Makes a guaranty or warranty of title search or a title examination, or any component of a title search or title examination, if the person is not the person who performs the search or examination;

d. engages in or proposes to engage in any business that is substantially equivalent to the business of title insurance as described by TEX. INC. CODE § 2501.005, regardless of whether that conduct is performed in a manner designed to evade the provisions of Title 11 of the Texas Insurance Code.

9. During the audit of True Concept, TDI reviewed three closing transactions. Evidence found in bank statements, guaranty files, and emails indicated that TrustPro was involved in the coordination and completion of closing all three transactions, which constitutes the unauthorized business of title insurance.

Escrow Officer Licensing, Appointments, and Electronic Signatures

10. An individual may not act as an escrow officer unless the individual is licensed, covered by a surety bond or deposit as required, and appointed as an escrow officer by the title agent or direction operation.

11. An electronically produced form is required to be signed either with an original signature or by a safeguarded electronic signature, and the electronic signature must be attributable to the person signing.

12. The audit revealed that in three guaranty files the electronic signatures were being improperly applied to the Texas disclosure (Form T-64).

13. In six guaranty files audited, evidence indicated that electronic signatures were being improperly applied to the title insurance commitments. The electronic signatures were applied by unlicensed personnel located in Florida and the electronic signatures affixed to the documents were not safeguarded.

14. The audit evidence revealed that TrustPro had a procedure in place where the electronic signatures of TrustPro's escrow officer, Mark Clements, was applied to escrow checks by unlicensed personnel in a central funding department located in Florida. The electronic signatures applied to escrow checks were not of the individuals applying the signatures.

15. The audit evidence revealed that a TrustPro employee that was not licensed by TDI as an escrow officer signed 58 Texas disclosures (Form T-64).

<u>Failure to Timely Submit Quarterly Tax Reports</u>

16. Title agents are required to file with TDI the Title Agent Certification of Agent's Quarterly Tax Reports (Form T-S5). Form T-S5 must be submitted to TDI no later than 45 days after the end of the quarter.

17. TrustPro failed to timely submit Form T-S5 for the second and fourth quarters of 2025.

18. TrustPro submitted its second quarter Form T-S5 on November 11, 2025, 88 days late, and submitted its fourth quarter T-S5 on February 24, 2026, 9 days late.

<u>Failure to Timely Submit Unencumbered Assets Certification</u>

19. Title agents are required to file with TDI the Title Agent's Unencumbered Assets Certification (Form T-S1). Form T-S1 must be submitted annually to TDI between September 1 and September 30.

20. TrustPro failed to timely submit its 2025 Form T-S1.

21. TrustPro submitted its 2025 Form T-S1 on November 11, 2025, 42 days late.

<u>Agency Licensing Issue</u>

22. A Title Insurance Agent or Direct Operation Change Request form (FINT129) is required for a change in the title insurance agent's physical or mailing address and must include written notification of the new address.

23. Audit evidence revealed that TrustPro failed to update their address.

<u>Escrow Accounting</u>

24. The audit revealed that escrow funds for Texas title insurance closings were deposited in TrustPro's Florida "wire-in" account and were later sent to the Texas TrustPro escrow account. TDI staff identified four receipts in TrustPro's Texas escrow account that were transferred from the company's Florida "wire-in" account.

Minimum Escrow Accounting Procedures and Internal Control

25. There were multiple violations of the minimum escrow accounting procedures and internal controls:

    a. Three-way reconciliations were not signed by the preparer or the reviewer;

    b. In one guaranty file reviewed, a receipt was not shown correctly on the disbursement sheet;

    c. In one guaranty file reviewed, the receipt date was incorrect on the disbursement sheet;

    d. In two guaranty files reviewed, invoices or sufficient other evidence did not support the payee or amounts disbursed for the tax certificate fees, recording fees and notary fees;

    e. In two guaranty files reviewed, disbursements for e-records fees, tax certificate fees, and a home retirement fee were not supported by invoices or sufficient other evidence;

Guaranty Files

26. The following violations and exceptions were found in the audit of guaranty files:

    a. In one file reviewed, the required policy guaranty fee was not collected for the owner's title policy issued by TrustPro;

    b. In one file reviewed, disbursement payees were not always shown on the settlement statement;

    c. In three files reviewed, disbursements of e-record fees were not authorized by the settlement statement.

    d. In two files reviewed, the title insurance premium was calculated incorrectly and in three files reviewed unauthorized fees were charged in addition to the title insurance premium. These fees included abstract or title search fees, examination fees, and update fees.

e. In one file reviewed, the underwriter premium was not remitted timely;

f. In one file reviewed, the title insurance premium was calculated incorrectly for a simultaneously issued loan policy;

g. In three files reviewed, the premium collected for the Restrictions, Encroachments, Mineral Endorsement (T-19) issued on a loan policy for residential real property was incorrect;

h. In three files reviewed, the Insured Closing Service Letter addressee line was incorrectly modified to add "ISAOA/ATIMA" following the lender's name;

i. In six files reviewed, the anticipated premium split for title services was not shown on Schedule D of the title commitment;

j. In six files reviewed, the estimated title premium was not shown on Schedule D of the title commitment;

k. In one file reviewed, the Verification of Services Rendered (Form T-0) was incomplete;

l. In three files reviewed, copies of outgoing wire authorizations and receipt items were not found in the scanned files or made available;

m. In one file reviewed, the lender's closing instructions were improperly signed by the settlement agent;

n. In six files reviewed, the premium splits for title services were not disclosed on the Texas Disclosure (Form T-64);

o. In three files reviewed, endorsements were not individually disclosed on the Texas Disclosure (Form T-64);

p. In two files reviewed, the Texas Disclosures (Form T-64) were not signed by the closer;

q. In one file reviewed, no evidence was found that prior written authorization was received from the consumer to use a notary service before the transaction was closed;

r. In one file reviewed, the Affiliated Business Arrangement disclosure statement for the related party disbursement was not found;

s. In one file reviewed, legal documents were not recorded timely with the county clerk;

Mitigating Factors

27. TrustPro represents that it did not accept any premium, or other compensation, related to the real estate transactions described in Finding of Fact No. 9.

28. TrustPro has had no prior formal disciplinary history.

29. TDI has not received a consumer complaint related to TrustPro.

30. TrustPro's initial TDI comprehensive compliance audit was the November 20, 2025 audit.

31. TrustPro represents that it has taken steps to improve compliance with the Texas Basic Manual and regulatory filings.

Conclusions of Law

1. The commissioner has jurisdiction over this matter under TEX. INS. CODE §§ 82.051–82.055, 84.021–84.044, 2501.003, 2602.151, 2651.008, 2651.151, 2651.301, 2652.001-2652.002, 2702.053, 2703.153; and 28 TEX. ADMIN. CODE § 9.1, adopting the *Texas Title Insurance Basic Manual* (Basic Manual).

2. The commissioner has the authority to informally dispose of this matter as set forth in TEX. GOV'T CODE § 2001.056, and TEX. INS. CODE §§ 36.104 and 82.055.

3. TrustPro has knowingly and voluntarily waived all procedural rights to which it may have been entitled regarding the entry of this order, including, but not limited to, issuance and service of notice of intention to institute disciplinary action, notice of hearing, a public hearing, a proposal for decision, rehearing by the commissioner, and judicial review.

4. TrustPro engaged in the unauthorized business of title insurance by being involved in the coordination and completion of closing a transaction, and preparation of all title commitments and title policies when it did not have proper license in Texas, in violation of TEX. INS. CODE §§ 101.051 and 2501.005(a)(3).

5. TrustPro allowed an electronically produced form to be electronically signed without the required safeguarded signature in violation of Procedural Rule P-17.

6. TrustPro allowed unlicensed individuals to perform the duties of an escrow officer, in violation of TEX. INS. CODE §§ 2652.001 and 2501.003(4).

7. TrustPro allowed electronic signatures to be applied by individuals that were not attributable to the person signing, in violation of TEX. BUS. COM. CODE § 322.009.

8. TrustPro commingled escrow and operating funds, in violation of TEX. INS. CODE § 2651.301(7).

9. TrustPro failed to timely submit an annual Unencumbered Assets Certification Report, in violation of Administrative Rule S.1.

10. TrustPro failed to timely submit quarterly tax reports, in violation of Administrative Rule S.5.

11. TrustPro failed to update their address in violation of Administrative Rule L-1(V)(B)(1)(e).

12. TrustPro failed to maintain minimum escrow accounting procedures and internal controls, in violation of Section V requirement nos. 3, 15, and 16 of the Basic Manual.

13. TrustPro failed to collect the required policy guaranty fee for the owner's title policy issued, in violation of Administrative Rule G-1.

14. TrustPro made disbursements that did not agree to the settlement statement, in violation of TEX. INS. CODE §2702.053.

15. TrustPro incorrectly calculated title insurance premium and collected unauthorized fees, in violation of Rate Rule R-1.

16. TrustPro failed to timely remit underwriter premium, in violation of Rate Rule R-2.

17. TrustPro incorrectly calculated title insurance premium for a simultaneously issued loan policy, in violation of Rate Rule R-5(B).

18. TrustPro incorrectly collected premium for Restrictions, Encroachments, Minerals Endorsement issued on a loan policy for residential real property, in violation of Rate Rule R-29(A).

19. TrustPro incorrectly addressed the insured Close Service Letter, in violation of Procedural Rule P-7(B).

20. TrustPro failed to disclose the anticipated premium split and estimated title premium for title services on the commitment, in violation of Procedural Rule P-21.

21. TrustPro failed to complete the Verification of Services Rendered (Form T-00), in violation of Procedural Rule P-22.

22. TrustPro failed to maintain signed outgoing wire authorizations and a copy of receipt in the scanned files, in violation of Procedural Rule P-32.

23. TrustPro improperly signed the lender's closing instructions, in violation of Procedural Rule P-35.

24. TrustPro failed to disclose the premium split for title services and endorsements on the Form T-64 and failed to have Form T-64 signed by the settlement agent, in violation of Procedural Rule P-73.

25. TrustPro failed to obtain prior written authorization from the consumer to use a notary service before the transaction was closed, in violation of Specific Areas and Procedures Number 5.

26. TrustPro failed to maintain the Affiliated Business Arrangement disclosure statement for the related-party disbursement in the file, in violation of the Real Estate Settlement Procedures Act (RESPA), 24 CFR § 3500.15.

Order

It is ordered that TrustPro Title & Escrow, Inc. pay an administrative penalty of $55,000 within 30 days from the date of this order. The administrative penalty must be paid as instructed in the invoice, which the department will send after entry of this order.

Signed by:
Amanda Crawford
FE10434BC41A470...

Amanda Crawford
Commissioner of Insurance

Recommended and reviewed by:

Leah Gillum

Leah Gillum, Deputy Commissioner
Fraud and Enforcement Division

Sydney Rosales

Sydney Rosales, Staff Attorney
Enforcement

Approved as to form and content:

Kergin Bedell

Kergin Bedell
Counsel for TrustPro Title & Escrow Inc

2026-10020

Affidavit

STATE OF Florida §
§
COUNTY OF Pinellas §

Before me, the undersigned authority, personally appeared David Silcott, who being by me duly sworn, deposed as follows:

"My name is David Silcott. I am of sound mind, capable of making this statement, and have personal knowledge of these facts which are true and correct.

I hold the office of CEO and am the authorized representative of TrustPro Title & Escrow, Inc. I am duly authorized by said organization to execute this statement.

TrustPro Title & Escrow, Inc has knowingly and voluntarily entered into the foregoing consent order and agrees with and consents to the issuance and service of the same by the commissioner of insurance of the state of Texas."

____
Affiant

SWORN TO AND SUBSCRIBED before me on June 26th, 2026.

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
DIANE MARKS
MY COMMISSION # HH 609455
EXPIRES: March 4, 2029

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Signature of Notary Public

Diane Marks
Printed Name of Notary Public