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4 Department of Financial Protection and Innovation  
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7 Attorneys for the Complainant

8  
9 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION  
10 OF THE STATE OF CALIFORNIA

11 In the Matter of:

12 CONSENT ORDER

13 THE COMMISSIONER OF BUSINESS  
14 OVERSIGHT,

15 Complainant,

16 v.

17 DAS-ALLIANCE GROUP, LLC, DASAG 3  
18 HR, LLC, ED MONCE, and ENRICO  
SCOLARI

19 Respondents.  
20

21 This Consent Order is entered into between the Commissioner of the Department of Financial  
22 Protection and Innovation and DAS-Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and  
23 Enrico Scolari, and is made with respect to the following facts:

24 **I.**

25 **Recitals**

26 A. The Commissioner has jurisdiction over the regulation of persons engaged in the offer  
27 or sale of securities in California under the Corporate Securities Law of 1968 (Corporations Code  
28 section 25000 et seq.).

1           B.       At all relevant times, DAS Alliance Group, LLC was a Delaware limited liability  
2 company that maintained a business address at 10650 Scripps Ranch Boulevard, Suite 216, San  
3 Diego, California 92131.

4           C.       At all relevant times, DASAG 3 HR, LLC was a Delaware limited liability company  
5 that maintained a business address at 10650 Scripps Ranch Boulevard, Suite 216, San Diego,  
6 California 92131.

7           D.       At all relevant times, Ed Monce was a control person and manager of DAS Alliance  
8 Group, LLC and DASAG 3 HR, LLC.

9           E.       At all relevant times, Enrico Scolari was a control person and manager of DAS  
10 Alliance Group, LLC.

11          F.       Beginning in 2017 and continuing at least until 2020, DAS Alliance Group, LLC, Ed  
12 Monce, and Enrico Scolari offered and sold securities, in the form of limited liability company  
13 interests, unsecured promissory notes, and convertible promissory notes, in California.

14          G.       Beginning in 2019, DASAG 3 HR, LLC and Ed Monce offered and sold securities, in  
15 the form of limited liability company interests and unsecured promissory notes in California.

16          H.       The purpose of the offerings was to raise money for the purchase of real property that  
17 are managed by DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari, and  
18 generate a profit for investors.

19          I.       The securities in DAS Alliance Group, LLC and DASAG 3 HR, LLC were offered or  
20 sold in this state in issuer transactions. The Department of Financial Protection and Innovation has  
21 not issued a permit or other form of qualification authorizing any person to offer or sell these  
22 securities in this state.

23          J.       DAS Alliance Group, LLC and DASAG 3 HR, LLC did not maintain complete  
24 documentation for each person who was offered the securities and for each person who purchased the  
25 securities.

26          K.       On or about November 12, 2021, DAS Alliance Group, LLC and DASAG 3 HR, LLC  
27 filed notices of exemption with the Department pursuant to Corporations Code section 25102,  
28 subdivision (f), and related regulations.

1 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set  
2 forth herein, the parties agree as follows:

3 **II.**

4 **Terms and Conditions**

5 1. **Purpose.** This Consent Order resolves the issues before the Commissioner, including  
6 findings of facts set forth in paragraphs I through K, above, in a manner that avoids the expense of a  
7 hearing and other possible court proceedings, protects consumers, is in the public interest, and is  
8 consistent with the purposes, policies, and provisions of the Corporate Securities Law of 1968.

9 2. **Finality of Consent Order.** DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed  
10 Monce, and Enrico Scolari agree to comply with this Consent Order and stipulate this Consent Order  
11 is hereby deemed final.

12 3. **Desist and Refrain Order.** DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed  
13 Monce, and Enrico Scolari are hereby ordered to desist and refrain from the offer or sale of  
14 unqualified non-exempt securities, in the State of California, including but not limited to limited  
15 liability company interests, unsecured promissory notes, and convertible promissory notes, in  
16 violation of Corporations Code section 25110 unless and until qualification has been made under the  
17 law or unless exempt.

18 4. **Waiver of Hearing Rights.** DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed  
19 Monce, and Enrico Scolari acknowledge the Commissioner is ready, willing, and able to proceed  
20 with the filing of an administrative enforcement action on the findings contained in this Consent  
21 Order. DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari hereby waive  
22 the right to any hearings, and to any reconsideration, appeal, or other right to review which may be  
23 afforded pursuant to the Corporations Code, the California Administrative Procedure Act, the  
24 California Code of Civil Procedure, or any other provision of law, including those rights under  
25 Corporations Code 25532, and to judicial review of this matter pursuant to Code of Civil Procedure  
26 section 1094.5 with respect to the issuance of this Consent Order and the Desist and Refrain Order  
27 contained herein. DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari  
28 further expressly waive any requirement for the filing of an Accusation pursuant to Government

1 Code section 11415.60, subdivision (b). By waiving such rights, DAS Alliance Group, LLC, DASAG  
2 3 HR, LLC, Ed Monce, and Enrico Scolari effectively consent to this Order and Desist and Refrain  
3 Order becoming final.

4 5. Full and Final Settlement. DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed  
5 Monce, and Enrico Scolari hereby acknowledge and agree that this Consent Order is intended to  
6 constitute a full, final, and complete resolution of the conduct described in paragraphs I through K,  
7 above, and that no further proceedings or actions will be brought by the Commissioner in connection  
8 with these matters except under the Corporate Securities Law of 1968, or any other provision of law,  
9 to enforce compliance with the terms of this Consent Order.

10 6. Information Willfully Withheld or Misrepresented. This Consent Order may be  
11 revoked, and the Commissioner may pursue any and all remedies available under the law against  
12 DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari, if the Commissioner  
13 discovers that DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari  
14 knowingly or willfully withheld or misrepresented information used for and relied upon in this  
15 Consent Order.

16 7. Future Actions by Commissioner. If DAS Alliance Group, LLC, DASAG 3 HR, LLC,  
17 Ed Monce, and Enrico Scolari fail to comply with any term of the Consent Order, the Commissioner  
18 may institute proceedings for any and all violations otherwise resolved under this Consent Order. The  
19 Commissioner reserves the right to bring any future actions against DAS Alliance Group, LLC,  
20 DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari for any and all unknown violations of the  
21 Corporate Securities Law of 1968.

22 8. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's  
23 ability to assist any other government agency (city, county, state, or federal) with any prosecution,  
24 administrative, civil, or criminal brought by that agency against DAS Alliance Group, LLC, DASAG  
25 3 HR, LLC, Ed Monce, and Enrico Scolari, or any other person based upon any of the activities  
26 alleged in this matter or otherwise.

27 9. Headings. The headings to the paragraphs of this Consent Order are inserted for  
28 convenience only and will not be deemed a part hereof or affect the construction or interpretation of

1 the provisions hereof.

2 10. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in  
3 interest.

4 11. Reliance. Each of the parties represents, warrants, and agrees that in executing this  
5 Consent Order it has relied solely on the statements set forth herein and the advice of its own counsel.  
6 Each of the parties further represents, warrants, and agrees that in executing this Consent Order it has  
7 placed no reliance on any statement, representation, or promise of any other party, or any other  
8 person or entity not expressly set forth herein, or upon the failure of any party or any other person or  
9 entity to make any statement, representation or disclosure of anything whatsoever. The parties have  
10 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to  
11 execute this Order; and (2) to preclude the introduction of parol evidence to vary, interpret,  
12 supplement, or contradict the terms of this Consent Order.

13 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of  
14 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.  
15 The waiver of any provision of this Consent Order will not be deemed a waiver of any other  
16 provision. No waiver by either party of any breach of, or of compliance with, any condition or  
17 provision of this Consent Order by the other party will be considered a waiver of any other condition  
18 or provision or of the same condition or provision at another time.

19 13. Full Integration. This Consent Order is the final written expression and the complete  
20 and exclusive statement of all the agreements, conditions, promises, representations, and covenants  
21 between the parties with respect to the subject matter hereof, and supersedes all prior or  
22 contemporaneous agreements, negotiations, representations, understandings, and discussions between  
23 and among the parties, their respective representatives, and any other person or entity, with respect to  
24 the subject matter covered hereby.

25 14. Governing Law. This Consent Order will be governed by and construed in accordance  
26 with California law. Each of the parties hereto consents to the jurisdiction of such court, and hereby  
27 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the  
28 maintenance of such action or proceeding in such court.

1           15.    Counterparts. This Consent Order may be executed in one or more separate  
2 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall  
3 together constitute a single document.

4           16.    Effect Upon Future Proceedings. If DAS Alliance Group, LLC, DASAG 3 HR, LLC,  
5 Ed Monce, and Enrico Scolari applies for any license, permit or qualification under the  
6 Commissioner's current or future jurisdiction, or is the subject of any future action by the  
7 Commissioner to enforce this Consent Order, then the subject matter hereof shall be admitted for the  
8 purpose of such application(s) or enforcement proceeding(s).

9           17.    Voluntary Agreement. DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce,  
10 and Enrico Scolari enter this Consent Order voluntarily and without coercion and acknowledge that  
11 no promises, threats or assurances have been made by the Commissioner or any officer, or agent  
12 thereof, about this Consent Order. The parties each represent and acknowledge that he, she or it is  
13 executing this Consent Order completely voluntarily and without any duress or undue influence of  
14 any kind from any source.

15           18.    Notice. Any notice required under this Consent Order shall be provided to each party  
16 at the following addresses:

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18           To the Commissioner:                   Department of Financial Protection and Innovation  
19    Attn: Alexander M. Calero  
20    1455 Frazee Road, Suite 315  
21    San Diego, California 92108  
22    [alex.calero@dfpi.ca.gov](mailto:alex.calero@dfpi.ca.gov)

23           To DAS Alliance Group, LLC:           DAS Alliance Group, LLC  
24    Attn: Ed Monce  
25    10650 Scripps Ranch Boulevard, Suite 216,  
26    San Diego, California 92131  
27    [emonce@dasalliancegroup.com](mailto:emonce@dasalliancegroup.com)

28           To DASAG 3 HR, LLC:                   DASAG 3, HR, LLC  
  Attn: Ed Monce  
  10650 Scripps Ranch Boulevard, Suite 216,  
  San Diego, California 92131  
  [emonce@dasalliancegroup.com](mailto:emonce@dasalliancegroup.com)

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With a copy to: Rafael R. Pacquing, Attorney at Law  
2930 Shattuck Avenue, No. 200-6  
Berkeley, California 94705  
[rafael.pacquing@gmail.com](mailto:rafael.pacquing@gmail.com)

19. Signatures. A fax or electronic mail signature shall be deemed the same as an original signature.

20. Public Record. DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari acknowledge that this Consent Order is and will be a matter of public record.

21. Effective Date. This Consent Order shall become final and effective when signed by all parties and delivered by the Commissioner’s agent via e-mail to Rafael R. Pacquing, Esq. at [rafael.pacquing@gmail.com](mailto:rafael.pacquing@gmail.com).

22. Authority to Sign. Each signatory hereto covenants that such signatory possesses all necessary capacity and authority to sign and enter into this Consent Order and undertake the obligations set forth herein.

23. Independent Legal Advice. DAS Alliance Group, LLC, DASAG 3 HR, LLC, Ed Monce, and Enrico Scolari represent, warrant, and agree that they received independent advice from their attorney(s) and/or representatives with respect to the advisability of executing this Consent Order.

CHRISTOPHER S. SHULTZ  
Acting Commissioner  
Financial Protection and Innovation

Dated: December 3, 2021

By \_\_\_\_\_  
Mary Ann Smith  
Deputy Commissioner

DAS Alliance Group, LLC and DASAG 3HR, LLC

Dated: December 8, 2021

By \_\_\_\_\_  
Enrico Scolari, individually and on  
behalf of DAS Alliance Group, LLC,  
and on behalf of DASAG 3HR, LLC

DASAG 3, LLC

Dated: December 8, 2021

By \_\_\_\_\_  
Ed Monce, individually and on  
behalf of DASAG 3 HR, LLC

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