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11 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
12 OF THE STATE OF CALIFORNIA

14 In the Matter of:)
15)
16 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,)
17)
Complainant.)

18) SETTLEMENT AGREEMENT

19 v.)
20)
THC EXPRESS; VINCENT PEJMAN)
21 MEHDIZADEH aka VINCE ZADEH aka)
PEJMAN VINCENT ZADEH; and JAIME)
EMMANUEL ORTEGA,)
22)
23 Respondents.)

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1 Complainant the Commissioner of Financial Protection and Innovation (Commissioner) and
2 Respondents THC Express and Vincent Pejman Mehdizadeh, aka Vince Zadeh, aka Pejman
3 Vincent Zadeh (Zadeh) (collectively, the Parties), enter into this Settlement Agreement with respect
4 to the following facts:

5 **I.**

6 **Recitals**

7 A. The Department of Financial Protection & Innovation (Department) regulates the offer
8 and sale of securities in California under the Corporate Securities Law of 1968 (Cal. Corp. Code §§
9 25000-25707) (CSL).

10 B. Zadeh is, and at all relevant times was a resident of Los Angeles County, California.

11 C. Jaime Emmanuel Ortega (Ortega) is, and at all relevant times was, a resident of Clark
12 County, Nevada.

13 D. THC Express has a principal business address of 1901 Avenue of the Stars #200, Los
14 Angeles, California 90067. It is an entity of unknown form, not registered to do business in California.
15 Zadeh and Ortega both hold themselves out as having control over THC Express. Zadeh holds himself
16 out as being the authorized agent for THC Express, and Ortega holds himself out as being the Chief
17 Executive Officer (CEO).

18 E. Goddess Valley LLC (Goddess Valley) is a California Limited Liability Company
19 with a principal business address of 12301 Wilshire Boulevard, Suite 620, Los Angeles, California
20 90025. THC Express is the owner of all the issued and outstanding membership interests of Goddess
21 Valley.

22 F. On December 19, 2025, the Commissioner issued a Desist and Refrain Order (D&R
23 Order) to THC Express, Zadeh, and Ortega, ordering them to desist and refrain from selling or
24 offering unqualified securities in violation of Corporations Code section 25130.

25 G. Zadeh and THC Express have timely requested a hearing on the D&R Order and an
26 administrative hearing is currently scheduled for April 6, 2026, in the Office of Administrative
27 Hearings.

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1 H. The Commissioner hereby amends the date in paragraph 10 of the D&R Order, which
2 inadvertently stated on line 15 the date of March 21, 2021, which should have stated the date of March
3 21, 2017.

4 I. Zadeh and THC Express neither admit nor deny any of the findings contained in the
5 D&R Order or this Settlement Agreement.

6 The Commissioner finds that entering into this Settlement Agreement is in the public
7 interest and is consistent with the purposes fairly intended by the policies and provisions of the
8 CSL.

9 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
10 forth herein, the Parties agree as follows:

11 **II.**

12 **Terms and Conditions**

13 1. Purpose. This Settlement Agreement resolves the issues before the Commissioner in
14 a manner that avoids the expense of a hearing and other possible court proceedings, protects
15 investors, is in the public interest, and is consistent with the purposes, policies and provisions of the
16 CSL.

17 2. Finality of Settlement Agreement. Respondents agree to comply with this Settlement
18 Agreement and stipulate that this Settlement Agreement and the Orders herein are deemed final.

19 3. Desist and Refrain Order. Pursuant to Corporations Code section 25532, THC
20 Express and Zadeh are hereby ordered to desist and refrain from the violations set forth in the D&R
21 Order, in violation of Corporations Code section 25130.

22 4. Waiver of Notice and Hearing Rights. Respondents acknowledge that the
23 Commissioner is ready, willing, and able to proceed with the administrative action described in
24 Paragraph F. Respondents hereby waive the right to any hearings, and to any reconsideration,
25 appeal, or other right to review which may be afforded pursuant to the CSL, the California
26 Administrative Procedures Act, the California Code of Civil Procedure, or any other provision of
27 law. By waiving such rights, Respondents effectively consent to this Settlement Agreement
28 becoming final.

1 5. Full and Final Settlement. The parties hereby acknowledge and agree that this
2 Settlement Agreement is intended to constitute a full, final, and complete resolution of the D&R
3 Order, and that no further proceedings or actions will be brought by the Commissioner in
4 connection with the D&R Order under the CSL, excepting therefrom any proceeding to enforce
5 compliance with the terms of this Settlement Agreement.

6 6. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 11
7 below, this Settlement Agreement may be revoked, and the Commissioner may pursue any and all
8 remedies available under law against Respondents if the Commissioner discovers that the
9 Respondents knowingly or willfully withheld or misrepresented material information.

10 7. Future Actions by Commissioner. If Respondents fail to comply with the terms of
11 the Settlement Agreement, the Commissioner may institute proceedings for any and all violations
12 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
13 any future actions against Respondents, or any of their partners, owners, officers, shareholders,
14 directors, employees, or successors for any and all unknown violations of the CSL.

15 8. Assisting Other Agencies. Nothing in this Settlement Agreement limits the
16 Commissioner’s ability to assist any other government agency (city, county, state or federal) with
17 any prosecution, administrative, civil or criminal action brought by that agency against
18 Respondents, or any other person based on any of the activities alleged in this matter or otherwise.

19 9. Headings. The headings to the paragraphs of this Settlement Agreement are inserted
20 for convenience only and will not be deemed a part hereof or affect the construction or
21 interpretation of the provisions hereof.

22 10. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or
23 successors in interest.

24 11. Reliance. Each of the parties represents, warrants, and agrees that in executing this
25 Settlement Agreement, it has relied solely on the statements set forth herein and the advice of its
26 own legal counsel, if represented. Each of the parties further represents, warrants, and agrees that in
27 executing this Settlement Agreement it has placed no reliance on any statement, representation, or
28 promise of any other party, or any other person or entity not expressly set forth herein, or upon the

1 failure of any party or any other person or entity to make any statement, representation, or
2 disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim
3 that any party was in any way fraudulently induced to execute this Settlement Agreement; and (2)
4 to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms
5 of this Settlement Agreement.

6 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification
7 of this Settlement Agreement will be valid or binding unless it is in writing and signed by each of
8 the parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver
9 of any other provision. No waiver by either party of any breach of, or of compliance with, any
10 condition or provision of this Settlement Agreement by the other party will be considered a waiver
11 of any other condition or provision or of the same condition or provision at another time.

12 13. Full Integration. This Settlement Agreement is the final written expression and the
13 complete and exclusive statement of all the agreements, conditions, promises, representations, and
14 covenants between the parties with respect to the subject matter hereof, and supersedes all prior or
15 contemporaneous agreements, negotiations, representations, understandings, and discussions
16 between and among the parties, their respective representatives, and any other person or entity, with
17 respect to the subject matter covered hereby.

18 14. Governing Law. This Settlement Agreement will be governed by and construed in
19 accordance with California law. Each of the parties hereto consent to the jurisdiction of such court
20 and thereby irrevocably waives, to the fullest extent permitted by law, the defense of an
21 inconvenient forum to the maintenance of such action or proceeding in such court.

22 15. Effect Upon Future Proceedings. If any Respondent applies for any license, permit
23 or qualification under the Commissioner’s current or future jurisdiction, or is the subject of any
24 future action by the Commissioner to enforce this Settlement Agreement, then the subject matter
25 hereof may be considered or relied upon for the purpose of such application(s) or enforcement
26 proceeding(s).

27 16. Voluntary Agreement. Respondents hereby enter into this Settlement Agreement
28 voluntarily and without coercion and acknowledge that no promises, threats, or assurances have

1 been made by the Commissioner or any officer, or agent thereof, about this Settlement Agreement.
2 The parties each represent and acknowledge that he, she or it is executing this Settlement
3 Agreement completely voluntarily and without any duress or undue influence of any kind from any
4 source.

5 17. Counterparts. This Settlement Agreement may be executed in one or more separate
6 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
7 together constitute a single document.

8 18. Notice. Any notice required under this Settlement Agreement shall be provided to
9 each party at the following addresses:

10 To THC Express: Vince Mehdizadeh
11 Authorized Agent
12 11301 W. Olympic Blvd. #121-514
13 Los Angeles, California 90064
14 vin.zadeh@gmail.com

15 To Vince Zadeh Vince Mehdizadeh
16 11301 W. Olympic Blvd. #121-514
17 Los Angeles, California 90064
18 vin.zadeh@gmail.com

19 To the Commissioner: Cameron Kim, Counsel
20 Department of Financial Protection and Innovation
21 320 West 4th Street, Suite 750
22 Los Angeles, California 90013
23 Cameron.Kim@dfpi.ca.gov

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

26 20. Public Record. Respondents hereby acknowledge that the Settlement Agreement is
27 and will be a matter of public record.

28 21. Effective Date. This Settlement Agreement shall become final and effective when
signed by all parties and delivered by the Commissioner’s agent via e-mail to THC Express and
Zadeh at the following email address: vin.zadeh@gmail.com

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22. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the obligations set forth herein.

Dated: March 26, 2026
Los Angeles, California

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation



By _____
Mary Ann Smith
Deputy Commissioner
Enforcement Division

Dated: March 26, 2026

THC EXPRESS

By: _____
Vince Zadeh
Authorized Agent

Dated: March 26, 2026

By: _____
Vince Zadeh, an individual