

1 CLOTHILDE V. HEWLETT  
Commissioner  
2 MARY ANN SMITH  
Deputy Commissioner  
3 DANIEL P. O'DONNELL  
Assistant Chief Counsel  
4 RYAN M. CASSIDY (State Bar No. 340274)  
Counsel  
5  
6 Department of Financial Protection and Innovation  
2101 Arena Boulevard  
7 Sacramento, CA 95834  
8 Telephone: (916) 764-8358  
Attorneys for Complainant

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

11 In the Matter of:  
12 THE COMMISSIONER OF FINANCIAL  
PROTECTION AND INNOVATION,  
13  
14 Complainant,  
15 v.  
16 LEGENDARY PARTNERS LLC, a  
Wyoming limited liability company, and  
17 SCOTT SNYDER, an individual  
18 Respondents.

OAH CASE NO.: 2023080843  
  
SETTLEMENT AGREEMENT  
  
Hearing Date: January 29 – 31, 2024  
Hearing Time: 9:00 A.M.  
Location: Telephone / Videoconference  
Office of Administrative Hearings  
320 West Fourth Street, Suite 630  
Los Angeles, CA 90013  
Judge: Unassigned

19 The Commissioner of Financial Protection and Innovation (Commissioner) and respondents  
20 Legendary Partners, LLC (Legendary) and Scott Snyder (Snyder) (collectively, the Respondents),  
21 enter this Settlement Agreement (Agreement) with respect to the following facts. The Commissioner  
22 and Respondents are collectively referred to as the Parties.

23 I.

24 **Recitals**

25 A. The Commissioner has jurisdiction over the licensing and regulations of persons and entities  
26 engaged in the business of the offer and sale of securities under the Corporate Securities Law of 1968  
27 (CSL) (Cal. Corp. Code §§ 25000-25707). The Commissioner is authorized to administer and enforce  
28 the provisions of the CSL.

1 B. At all relevant times, Legendary, is and was a Wyoming limited liability company, located at  
2 1720 E Garry Ave, Suite 108 Santa Ana, CA 92705, operating a website,  
3 www.legendarypartnersllc.com.

4 C. At all relevant times, Snyder was the managing manager and owner of Legendary. Snyder is a  
5 resident of California.

6 D. On or around April 11, 2023, the Commissioner issued a desist and refrain order (Order) and  
7 a notice of intent to issue order levying administrative penalties against Legendary and Snyder for the  
8 offer and sale of unqualified, non-exempt securities in California in violation of Corporations Code  
9 section 25110 and for failing to disclose material facts in connection with the offer and sale of  
10 securities, in violation of Corporations Code section 25401.

11 E. On April 18, 2023, the desist and refrain order and the notice of intent to issue order levying  
12 administrative penalties were personally served on Snyder and Legendary and they timely requested  
13 an administrative hearing. The administrative hearing is currently set to begin before the Office of  
14 Administrative Hearings (OAH) on January 29, 2024, OAH case number 2023080843.

15 F. Respondents admit to the jurisdiction of the Department of Financial Protection and  
16 Innovation (Department).

17 G. It is the intention of the Parties to resolve this matter without the necessity of a hearing and/or  
18 other litigation.

19 H. The Commissioner finds this action is appropriate, in the public interest, is necessary for the  
20 protection of investors, and is consistent with the purposes fairly intended by the policies and  
21 procedures of the CSL.

22 I. NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions  
23 contained herein, the Parties agree as follows:

24 **II.**

25 **Terms and Conditions**

26 1. **Purpose.** This Settlement Agreement resolves this matter in a matter that avoids the  
27 expense of a hearing and other possible court proceedings, protects investors, is in the public interest,  
28 and is consistent with the purposes, policies, and provisions of the CSL.

1           2.       Stipulation to Finality. Respondents stipulate to the finality of the Order and this  
2 Agreement and agree to comply with their terms.

3           3.       Desist and Refrain Order for Violations of Section 25110. Pursuant to Corporations  
4 Code section 25532, Legendary and Snyder are hereby ordered to desist and refrain from offering or  
5 selling or buying or offering to buy any security in the State of California, including, but not limited  
6 to subscription agreements and investment contracts, unless and until qualification has been made  
7 under said law or unless exempt.

8           4.       Desist and Refrain Order for Violations of Section 25401. Pursuant to Corporations  
9 Code section 25532, Legendary and Snyder are ordered to desist and refrain from offering or selling  
10 or buying or offering to buy any security in the state of California by means of any written or oral  
11 communication which includes an untrue statement of material fact or omits to state a material fact  
12 necessary in order to make the statements made, in light of the circumstances under which they were  
13 made, not misleading, in violation of Corporations Code section 25401.

14           5.       Administrative Penalty. Respondents agree to pay to the Commissioner an  
15 administrative penalty in the amount of \$137,500.00 (Penalty) as follows: eleven (11) equal payments  
16 of twelve thousand five hundred dollars (\$12,500.00) shall be made on a quarterly basis, on or before  
17 the first day of the months of March, June, September, and December, commencing on June 1, 2024,  
18 and the final payment due on December 1, 2026. The Penalty shall be made payable in the form of a  
19 cashier’s check or Automated Clearing House deposit payable to the “Department of Financial  
20 Protection and Innovation” and transmitted to the attention of “Accounting – Litigation” at the  
21 Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California  
22 95834-2036. Notice of such payment shall be forwarded to Ryan M. Cassidy, Counsel, Department  
23 of Financial Protection and Innovation, Enforcement Division, via email at:  
24 Ryan.Cassidy@dfpi.ca.gov.

25           6.       Waiver of Hearing Rights. Respondents acknowledge that the Commissioner is ready,  
26 willing and able to proceed with the administrative action described above, and Respondents hereby  
27 waive the right to a hearing, and to any reconsideration, appeal, or other right to review which may be  
28 afforded pursuant to the CSL including those rights under California Corporations Code sections

1 25232, 25232.1 and 25233, and to judicial review of this matter pursuant to California Code of Civil  
2 Procedure section 1094.5 with respect to this Agreement and Order; the California Administrative  
3 Procedure Act, the California Code of Civil Procedure, or any other provision of law; and by waiving  
4 such rights, Respondents effectively consent to this Agreement and the Order becoming final.

5 7. Full and Final Settlement. The Parties hereby acknowledge and agree that this  
6 Settlement Agreement is intended to constitute a full, final, and complete resolution of the violations  
7 as identified herein and the Desist and Refrain order. No further proceedings or actions will be  
8 brought by the Commissioner in connection with these matters under the CSL or any other provision  
9 of law, except therefrom any proceeding to enforce compliance with the terms of this Settlement  
10 Agreement.

11 8. Failure to Comply with Settlement Agreement. Respondents agree that if they fail to  
12 meet any requirement of this Settlement Agreement, the Commissioner may, in addition to all other  
13 available remedies he may invoke under the CSL, immediately bar Snyder. Respondents hereby  
14 waive any notice and hearing rights to contest the immediate revocation which may be afforded under  
15 the CSL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any  
16 other provision of law in connection therewith.

17 9. Information Willfully Withheld or Misrepresented. The Agreement may be revoked,  
18 and the Commissioner may pursue any and all remedies available under law against Respondents if  
19 the Commissioner discovers that the Respondents knowingly or willfully withheld or misrepresented  
20 information used for and relied upon in this Agreement.

21 10. Future Actions by Commissioner. If Respondents fail to comply with any terms of the  
22 Agreement, the Commissioner may institute proceedings for any and all violations otherwise resolved  
23 under this Agreement. The Commissioner reserves the right to bring any future actions against  
24 Respondents, or any of their partners, owners, officers, shareholders, directors, employees, or  
25 successors for any and all violations, known or unknown, of the CSL.

26 11. Assisting Other Agencies. Nothing in this Agreement limits the Commissioner's  
27 ability to assist a government agency (whether city, county, state or federal) with any administrative,

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1 civil, or criminal action brought by that agency against Respondents, or any other person based upon  
2 any of the activities alleged in this matter or otherwise.

3 12. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that  
4 he, she, or it has received independent advice from its attorney(s) or representative(s) with respect to  
5 the advisability of executing the Agreement.

6 13. Headings. The headings to the paragraphs of this Agreement are inserted for  
7 convenience only and will not be deemed a part of hereof or affect the construction or interpretation  
8 of the provisions hereof.

9 14. Binding. This Agreement is binding on all heirs, assigns, and/or successors in interest.

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

19 16. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of  
20 this Agreement will be valid or binding unless it is in writing and signed by each of the Parties. The  
21 waiver of any provision of this Agreement will not be deemed a waiver of any other provision. No  
22 waiver by either party of any breach of, or of compliance with, any condition or provision of this  
23 Agreement by the other party will be considered a waiver of any other condition or provision or of  
24 the same condition or provision at another time.

25 17. Full Integration. This Agreement is the final written express and the complete and  
26 exclusive statement of all agreements, conditions, promises, representations, and covenant between  
27 the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous  
28 agreements, negotiations, representations, understandings, and discussions between and among the

1 parties, their respective representatives, and any other person or entity, with respect to the subject  
2 matter covered hereby.

3 18. Governing Law. This Agreement will be governed by and construed in accordance  
4 with California law. Each of the Parties hereto consents to the jurisdiction of such court, and hereby  
5 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the  
6 maintenance of such action or proceeding in such court.

7 19. Counterparts. This Agreement may be executed in one or more separate counterparts,  
8 each of which when so executed, shall be deemed as an original. Such counterparts shall together  
9 constitute a single document.

10 20. Effect Upon Future Proceedings. If either Respondent applies for any license, permit  
11 or qualification under the Commissioner’s current or future jurisdiction, or is the subject of any future  
12 action by the Commissioner to enforce this Agreement, then the subject matter hereof shall be  
13 admitted for the purpose of such application(s) or enforcement proceeding(s).

14 21. Voluntary Agreement. Respondents enter into this Agreement voluntarily and without  
15 coercion and acknowledge that no promises, threats, or assurances have been made by the  
16 Commissioner or any officer, or agent thereof, about this Agreement. The Parties each represent and  
17 acknowledge that he, she, or it is executing this Agreement completely voluntarily and without any  
18 duress or undue influence of any kind from any source.

19 22. Notice. Any notices required under the Agreement shall be provided to each party at  
20 the following addresses:

21 To Respondents: Scott J. Harris  
22 S J Harris Law  
23 280 S. Beverly Drive, Suite 209  
24 Beverly Hills, California 90212  
25 scott@sjharrislaw.com

26 To the Commissioner: Ryan M. Cassidy, Counsel  
27 Department of Financial Protection and Innovation  
28 2101 Arena Boulevard  
Sacramento, California 95834  
Ryan.Cassidy@dfpi.ca.gov

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

3 24. Public Record. Respondents hereby acknowledge that this Agreement is and will be a  
4 matter of public record.

5 25. Effective Date. This Agreement shall become final and effective when signed by all  
6 parties and delivered by the Commissioner’s counsel via e-mail to the Respondents’ counsel, Scott J.  
7 Harris, at scott@sjharrislaw.com.

8 26. Authority to Sign. Each signatory hereto covenants that such signatory possesses all  
9 necessary capacity and authority to sign and enter into this Agreement and undertake the obligations  
10 set forth herein.

11 IN WITNESS WHEREOF, the Parties hereto have approved and executed the Agreement on  
12 the dates set forth opposite of their respective signatures.

13 Dated: January 10, 2024

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



14 By \_\_\_\_\_  
15 MARY ANN SMITH  
16 Deputy Commissioner  
17 Enforcement Division

18 LEGENDARY PARTNERS LLC

19 Dated: January 8, 2024

20 By \_\_\_\_\_  
21 SCOTT SNYDER  
22 President

23 Dated: January 8, 2024

24 By \_\_\_\_\_  
25 SCOTT SNYDER, as an individual

26 APPROVED AS TO FORM:

27 Dated: January 9, 2024

28 By \_\_\_\_\_  
Scott J. Harris, Esq,  
S J Harris Law  
Counsel for LEGENDARY PARTNERS LLC and  
SCOTT SNYDER