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22 **UNITED STATES DISTRICT COURT**  
23 **CENTRAL DISTRICT OF CALIFORNIA**  
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SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

LEGENDARY PARTNERS, LLC  
AND SCOTT L. SNYDER,

Defendants.

Case No.

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Securities and Exchange Commission (“Commission”) alleges:

2 **JURISDICTION AND VENUE**

3 1. The Court has jurisdiction over this action pursuant to Sections 20(b),  
4 20(d), and 22(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. §§ 77t(b),  
5 77t(d), and 77v(a)] and Sections 21(d) and 27(a) of the Securities Exchange Act of  
6 1934 (“Exchange Act”) [15 U.S.C. §§ 78u(d) and 78aa].

7 2. Defendants have, directly or indirectly, made use of the means or  
8 instrumentalities of interstate commerce and of the mails in connection with the acts,  
9 practices, and courses of business alleged in this complaint.

10 3. Venue is proper in this district pursuant to Section 22(a) of the Securities  
11 Act [15 U.S.C. § 77v(a)] and Section 27(a) of the Exchange Act [15 U.S.C. § 78aa]  
12 because certain of the acts, practices, and courses of conduct constituting violations  
13 of the federal securities laws occurred within this district. Defendant Scott L. Snyder  
14 resides within the Central District of California, and at least one of the victims of the  
15 fraud alleged herein resides within this district.

16 **SUMMARY**

17 4. From April 2018 through December 2021, Legendary Partners LLC  
18 (“Legendary Partners”) and its founder and President, Scott L. Snyder (“Snyder”),  
19 engaged in a nationwide offering fraud that targeted mostly elderly investors and  
20 raised approximately \$391,000. The offering was pitched as an opportunity to invest  
21 in a start-up company that purportedly would produce a reality-television series about  
22 the refurbishment of damaged exotic and luxury vehicles.

23 5. In addition to the solicitation fraud, Snyder also intentionally  
24 misdirected money to Legendary Partners from several other investors who intended  
25 to invest in different and unrelated offerings. Specifically, these investors intended to  
26 invest their money in either a movie production company called Incorporated  
27 Productions, or a pharmaceutical company called Biosynetics. Instead of investing  
28 the money as promised, Snyder instead tricked these investors into depositing their

1 money into accounts controlled by Legendary Partners. This money was then  
2 misappropriated by Legendary Partners and Snyder.

3 6. Defendants' fraud was accomplished through the use of "cold callers"—  
4 including Snyder who nearly always concealed his true identity when interacting with  
5 investors by using the alias "Bill Miller"—located in Orange County, California. The  
6 cold callers would contact the mostly elderly investors by phone and then engage in  
7 aggressive sales tactics laden with materially false and misleading statements. For  
8 example, Defendants routinely provided baseless and misleading profit projections  
9 designed to entice investors.

10 7. Finally, a substantial portion of the Legendary Partners' investor funds  
11 was not used as promised. Specifically, Legendary Partners and Snyder withdrew  
12 most investor funds as cash and paid salaries out of investor funds even though that  
13 use was not disclosed to investors. Snyder also spent investor money on restaurants,  
14 retail purchases, travel, and other items.

15 8. Through this conduct, Legendary Partners and Snyder violated Sections  
16 17(a) of the Securities Act [15 U.S.C. § 77q(a)] and Section 10(b) of the Exchange  
17 Act [15 U.S.C. §§ 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

18 9. The SEC seeks Final Judgments: (a) permanently enjoining Defendants  
19 from violating the federal securities laws and rules this Complaint alleges they have  
20 violated including a conduct-based injunction enjoining Snyder from participating in  
21 future securities offerings; (b) ordering Defendants to disgorge all ill-gotten gains  
22 they received as a result of the violations alleged pursuant to Exchange Act Sections  
23 21(d)(3), (d)(5) and 21(d)(7) [15 U.S.C. §§ 78u(d)(3), 78u(d)(5) and 78u(d)(7)], and  
24 to pay prejudgment interest thereon; (c) ordering Defendants to pay civil money  
25 penalties pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]; (d)  
26 ordering Defendant Snyder barred from serving as an officer and director of a public  
27 securities issuer pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)]  
28 and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)]; and (e) ordering

1 any other and further relief the Court may deem just and proper.

2 **DEFENDANTS**

3 10. **Legendary Partners** is a Wyoming limited liability company organized  
4 on November 30, 2017. According to the Wyoming Secretary of State’s website,  
5 Legendary Partners is inactive and administratively dissolved, delinquent in payment  
6 of its taxes, and its registered agent has resigned. Legendary Partners controlled two  
7 bank accounts that received investor funds solicited by Snyder and others. Snyder  
8 was a signatory on both accounts.

9 11. **Snyder**, age 65, resides in Mission Viejo, California. Snyder was the  
10 founder and president of Legendary Partners. He testified that he used the alias “Bill  
11 Miller” in his communications with investors during the entire period of the  
12 Legendary Partners offering. Snyder asserted his Fifth Amendment privilege in  
13 response to certain questions in his SEC testimony, including questions related to his  
14 solicitation of Legendary Partners investors.

15 12. Snyder was also a director of a Nevada-based corporation named  
16 Incorporated Productions, which was subject to a Desist and Refrain Order issued on  
17 June 11, 2019 by the State of California Business, Consumer Services and Housing  
18 Agency, Department of Business Oversight (“Desist and Refrain Order”). The Desist  
19 ad Refrain Order found that “[b]ased on the foregoing findings, the Commissioner is  
20 of the opinion that the securities offered by . . . Incorporated Productions . . . were  
21 offered in this state by means of written or oral communications that included untrue  
22 statements of material fact or omitted to state material facts necessary in order to  
23 make the statements made, in the light of the circumstances under which they were  
24 made, not misleading, in violation of section 25401 of the Corporate Securities Law  
25 of 1968.” The Desist and Refrain Order became final on February 27, 2020.

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**FACTS**

**A. The Legendary Partners Deceptive Investment Scheme Primarily Targeted Elderly Investors and was Facilitated by Snyder’s Use of an Alias.**

13. On December 30, 2017, Legendary Partners was incorporated as an LLC in Wyoming. Snyder started the company, and Snyder came up with its concept.

14. Snyder used Legendary Partners in connection with the production and sale of a television show about the repair and sale of wrecked exotic vehicles.

Defendants operated out of a call center located in Orange County, California (“call center”). At first, Snyder held a one third equity interest in Legendary Partners along with two other partners (pursuant undocumented agreements) from the Orange County call center until one of the partners departed. After that departure, Snyder and the remaining partner shared 50% interests in Legendary Partners (undocumented). The remaining partner assisted Snyder in soliciting investors on behalf of Legendary Partners.

15. From April 2018 until at least December 2021, Snyder (and one of his partners from the call center) deceptively concealed their real identities from investors with aliases. At nearly all times, Snyder used the alias “Bill Miller” when communicating with Legendary Partners investors, and investors did not know his real name. Snyder used this alias to conceal his association with his remaining call center partner, who was a securities law recidivist, as well as to conceal his role as a director at Incorporated Productions, which in June 2019 became the subject of the Desist and Cease Order.

16. Snyder and others solicited investments in Legendary Partners from 21 mainly elderly investors. Of these 21 investors, over 75% were in their seventies or older, many in their 80s and 90s, and only five investors were in their 60s or younger. Similarly, of the five investors who invested in other offerings (but whose investments were wrongly deposited into bank accounts controlled by Legendary

1 Partners), all but one was in their 70s or 80s.

2 17. From April 2018 through December 2021, Snyder and other individuals  
3 in the Orange County call center solicited investors on behalf of Legendary Partners  
4 and raised approximately \$391,000 from approximately 21 investors. Snyder was  
5 responsible for raising approximately \$246,000 of the \$391,000 received from at least  
6 eleven Legendary Partners investors.

7 18. From February 2018 through July 2019, Legendary Partners and Snyder  
8 solicited an additional \$35,700 from five investors for investments in two other  
9 offerings that were unrelated to Legendary Partners. Snyder was personally  
10 responsible for raising \$20,700 from at least 3 of the 5. Rather than deposit those  
11 investor funds into bank accounts associated with those offerings, he instead  
12 misappropriated the investments by directing investors to send their funds directly to  
13 a Legendary Partners bank account or caused the funds to be deposited into one of the  
14 accounts controlled by Legendary Partners.

15 **1. Defendants Used Deceptive Sales Tactics That Included**  
16 **Offering Quick and Improbable Returns.**

17 19. From February 1, 2018 until December 13, 2021, Snyder and others used  
18 deceptive sales tactics to pressure investors to invest in Legendary Partners. For  
19 example, a form letter that Legendary Partners and Snyder sent to investors stated that:

20 [W]e will begin to submit the show to the Networks and  
21 Production Companies to sell in the next 60-90 days on a 1-3  
22 season deal for a **quick turn-around with an upfront payback**  
23 **to our Equity Partners.** (emphasis original)

24 20. During the period from February 2018 through December 2021, Snyder  
25 sent a version of the form letter referenced immediately above to potential investors  
26 before their investments. Snyder signed the letter as “Bill Miller, Legendary  
27 Partners, LLC, Executive Producer – Salvage Wars TV Car Show.”

28 21. During the period of June 2018 through January 2021, Snyder similarly

1 told at least six Legendary Partners investors that it would take only “a few months”  
2 or “three to six months” for them to start earning a return on their investment. This  
3 quick time frame for making a return on the investment was especially important to  
4 elderly investors—as one 90-year old investor explained, he “doesn’t want to wait  
5 around forever due to his advanced age.”

6 22. Snyder and Legendary Partners also promised baseless and inflated  
7 returns for a concept television simply because:

8 Netflix and all the other streaming services were spending  
9 billions of dollars to buy anything and everything just to fill in  
10 air time in competition for subscribers. They didn’t care if it  
11 was good or bad or the premise of the show.... So why  
12 wouldn’t I believe that my show that was far [more] interesting  
13 would be bought just as much as a show about popping pimples  
14 [an apparent reference to the Netflix show Dr. Pimple Popper]?

15 23. Defendants knew, or were reckless in not knowing, that there was no  
16 legitimate factual basis for the profit projections that they used to entice investors.  
17 Indeed, Defendants knew that their profit projections were materially misleading.

18 24. Snyder and Legendary Partners included similar exaggerated and  
19 unsupported profit projections in Legendary Partners Offering Memoranda (“OM”).  
20 Defendants had multiple versions of the OM that were similar but not identical. One of  
21 the OM that was provided to investors contained the following baseless projections:

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1 28. Snyder told another Legendary Partners investor “to expect 10-15% return  
2 on an ongoing basis, in addition to a dividend (which was not known), as long as they  
3 produced the movie with my money.”

4 29. On January 28, 2020, Snyder also sent the same investor an undated email  
5 that contained exaggerated profit projections, explained that the investor was being  
6 offered a highly reduced price for his investment, and indicated that these sales were a  
7 limited time offer. Snyder wrote that another individual at the call center had  
8 “overstepped his authority today when he offered you a 25k position for 12,500, but of  
9 course, we will honor his offer to you.” Snyder then tried to induce the prospective  
10 investor to invest even more than the \$12,500 he originally contemplated:

11 I originally told [the other individual at the call center] that you  
12 are a good, long time client and have been waiting a long time  
13 for Inc[orporated] Prod[uctions] to come to fruition and that he  
14 should give you a 50k position for 40k, which made more sense  
15 for us... and would be way better for you. When we sell the  
16 show by the end of March, we expect to get 2X to 3X return.  
17 With those numbers, your 40k would get you back 100k to  
18 150k – while your 12,500 will get you back 50k to 75k – not  
19 bad, but certainly a BIG DIFFERENCE! If you want to put in  
20 40k, I will honor the agreement to give you a 50k position. Or  
21 you can stay with the 12,500, that is entirely up to you. Just  
22 know that as of January 24th, there will be no more room for  
23 any additional funds for the show. ]

24 Despite Snyder’s aggressive efforts to induce this individual to invest more, he only  
25 invested \$12,500.

26 30. As founder and President of Legendary Partners, Snyder knew, or was  
27 reckless in not knowing, that the above-described profit projections had no reasonable  
28 factual basis and were materially false and misleading. Defendants’ profit projections

1 and investment returns, moreover, were material to reasonable investors.

2 31. As President and control person of Legendary Partners, Snyder's scienter,  
3 conduct, and statements are imputed to Legendary Partners.

4 **B. Investor Funds Were Misappropriated by Defendants through Activities**  
5 **that Were Outside of the Designated Use of Proceeds.**

6 32. Legendary Partners and Snyder misappropriated investor funds in two  
7 ways. First, Defendants took funds that investors wished to invest in other offerings  
8 and deposited that money into Legendary Partner's bank accounts—an outright  
9 misappropriation. Second, Defendants misappropriated a significant portion of investor  
10 funds intended for Legendary Partners by using that money in a manner that was not  
11 disclosed to investors.

12 **1. Misappropriation of Funds Meant for Other Offerings.**

13 33. From February 2018 through July 2019, Legendary Partners and Snyder  
14 misappropriated investments totaling \$35,700 from five investors. Even though these  
15 investors had each invested in an entirely different offering than Legendary Partners,  
16 their funds were deposited into one of Legendary Partners' accounts. Snyder was  
17 responsible for soliciting and misappropriating investments totaling \$20,700 from three  
18 of those investors.

19 34. Specifically, Snyder solicited a \$7,500 investment from one investor for  
20 shares in an unrelated offering called Biosynetics. In a January 3, 2019 email from  
21 Snyder (posing as "Bill Miller, V.P. Client Relations, Biosynetics") with the subject  
22 line "Information on our Pharmaceutical company and Instructions," Snyder provided  
23 the prospective investor with a business plan and other company material and provided  
24 news regarding "our product SOMNUS VI" (which was Biosynetics' purported sleep  
25 agent product). Finally, he falsely claimed that Legendary Partners was Biosynetics'  
26 "transfer agent" and then directed the investor to wire \$7,500 to one of Legendary  
27 Partners' bank accounts.

28 35. On January 4, 2019, following Snyder's instructions, the Biosynetics

1 investor wired funds to Legendary Partners and received a share certificate for 7,500  
2 shares of Biosynetics. Snyder did not, however, transfer this money to Biosynetics’  
3 account but rather misappropriated it. When the person at the call center responsible for  
4 spearheading the Biosynetics offering learned of Snyder’s misappropriation, he and  
5 Snyder had a “falling out from the stealing [of the Biosynetics investment funds].”

6 36. When Snyder was asked questions about Biosynetics under oath during  
7 SEC testimony, he asserted his Fifth Amendment rights against self-incrimination.

8 37. Snyder misappropriated another investor’s \$10,000 investment in another  
9 unrelated offering by Incorporated Productions by directing the investor to make his  
10 checks out to Legendary Partners, LLC.

11 38. Snyder told the Incorporated Productions investor to make out two checks  
12 to “Legendary Partners, LLC” for \$5,000 each. On January 23, 2019, the investor  
13 wrote a check with a “For” line that stated “Stock – Incorporated Productions.” On July  
14 25, 2019, the investor wrote a second check with a “For” line that stated “Incorporated  
15 Productions stock.” Although the investor intended that these funds be used for the  
16 purchase of stock in Incorporated Productions, Snyder misappropriated the \$10,000 by  
17 depositing the checks into Legendary Partners’ bank account.

18 39. Snyder similarly misappropriated \$3,200 from a third investor who also  
19 intended to invest money in Incorporated Productions. This investor believed that  
20 Incorporated Productions was a movie production company then working on a movie  
21 about NASCAR racer Bobby Allison and another film, “Sons of the Cross,” in which  
22 the company purportedly was seeking to hire either Jeremy Renner or Matt  
23 McConaughey as the lead actor.

24 40. Snyder accomplished this theft by sending an e-mail to the investor that  
25 directed the investor to wire funds to a Legendary Partners bank account. Snyder  
26 repeated the same lie to this investor (that he also had told to the Biosynetics investor)  
27 about Legendary Partners purportedly being a “stock transfer agent.”

28 41. On February 19, 2019, following Snyder’s directions, the investor wired

1 \$3,200 to Legendary Partners (on behalf of his wife). His wife, on or about February  
2 15, 2019, then separately wired another \$6,800 from her 401(k) account to Incorporated  
3 Productions, for a purported \$10,000 combined investment in Incorporated Productions.  
4 Although all of the offering documents received by the investor were for Incorporated  
5 Productions, Snyder did not invest any of the \$3,200 in that company as the investor  
6 intended but instead misappropriated it.

7 42. When Snyder was asked questions about Incorporated Productions under  
8 oath during SEC testimony, he asserted his Fifth Amendment rights against self-  
9 incrimination.

## 10 2. Misuse of Proceeds.

11 43. From April 2018 until at least December 2021, a substantial portion of  
12 investor funds, however, were not used as promised and therefore were  
13 misappropriated.

14 44. Legendary Partners' form letter, a version of which Snyder sent to  
15 prospective investors during the offering period from April 2018 through December  
16 2021, included as an attachment an Offering Memorandum ("OM") stating:

### 17 PROPOSAL

18 **We are seeking \$500,000 (20 Partners @ \$25,000 = 2.5% Equity Ownership)** which  
19 will be used to produce a Treatment, hire the cast and crew and sell the TV show to a  
20 Network with the same vision as ours, who will commit to producing *Salvage Wars*.

21 A "Treatment" consists of a video condensation (AKA: A Sizzle Video) of a proposed  
22 film or TV production. It covers the basic ideas and issues of the production as well as  
23 the main characters, locations, and story angles. Its main purpose is to sell the show  
24 and to act as copyright protection.

25 45. Snyder sent another investor an OM similarly stating,

26 ///

27 ///

28 ///

## PROPOSAL

**We are seeking \$500,000 (20 Partners @ \$25,000 per)** which will be used to hire the cast and crew to produce a Treatment which will be used to shop our show and find a Network with the same vision as we do who will commit to producing *Salvage Wars*.

A "Treatment" consists of a video condensation (AKA: A Pilot Episode) of a proposed film or TV production. It covers the basic ideas and issues of the production as well as the main characters, locations, and story angles. Its main purpose is to sell the show and to act as copyright protection.

46. These promises led investors to expect that their investments would be used primarily for video and film production costs. Bank records reflect, however, that most investor funds were withdrawn as cash for uses that were largely undocumented, including that Snyder was using investor money for his own use.

47. Of the amounts that were not withdrawn as cash, a significant portion was used for retail, restaurant, travel, and gas expenses (approximately \$10,000); payments to an energy company unrelated to Legendary Partners (approximately \$6,700); and miscellaneous or unknown expenses (approximately \$7,700).

48. There was no disclosure in the OM provided to investors that their investment funds would be taken out as cash or used for salaries.

### THE STATUTORY PERIOD HAS BEEN TOLLED

49. On February 1, 2023, Snyder executed a "Tolling Agreement" on behalf of himself and on behalf of Legendary Partners, LLC (as its President) tolling and suspending the period beginning on February 1, 2023 through April 1, 2023.

50. On March 30, 2023, Snyder executed an additional "Tolling Agreement" on behalf of himself and on behalf of Legendary Partners, LLC (as its President) tolling and suspending the period beginning on February 1, 2023 through May 15, 2023.

51. On April 17, 2023, Snyder executed an additional "Tolling Agreement" on behalf of himself and on behalf of Legendary Partners, LLC (as its President) tolling and suspending the period beginning on February 1, 2023 through July 31, 2023.

1 **FIRST CLAIM FOR RELIEF**

2 **Fraud in Violation of Section 10(b) and Rule 10b-5 Thereunder**

3 ***(Against Both Defendants)***

4 52. The Commission realleges and reincorporates paragraphs 1 through 51  
5 as if fully set forth herein.

6 53. As set forth above, Defendants Legendary Partners and Snyder knew,  
7 or were reckless in not knowing that, they made materially untrue and misleading  
8 misstatements and omissions to investors in the offer and sale of securities and  
9 misappropriated investor funds. By engaging in the conduct described above,  
10 Defendants Legendary Partners and Snyder directly or indirectly, in connection with  
11 the purchase or sale of securities, by use of the means or instrumentalities of  
12 interstate commerce, or the mails, or the facilities of a national securities exchange:  
13 (a) employed devices, schemes or artifices to defraud; (b) made untrue statements of  
14 material facts or omitted to state material facts necessary in order to make the  
15 statements made, in light of the circumstances under which they were made, not  
16 misleading; and/or (c) engaged in acts, practices, or courses of business which  
17 operated or would operate as a fraud or deceit upon any person in connection with the  
18 purchase or sale of any security.

19 54. By engaging in the conduct described above, Defendants Legendary  
20 Partners and Snyder violated, and unless restrained and enjoined will continue to  
21 violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule thereunder  
22 [17 C.F.R. § 240.10b-5].

23 **SECOND CLAIM FOR RELIEF**

24 **Fraud in Violation of Section 17(a) of the Securities Act**

25 ***(Against Both Defendants)***

26 55. The Commission realleges and reincorporates paragraphs 1 through 51  
27 as if fully set forth herein.

28 56. By engaging in the conduct described above, Defendants Legendary



1 Partners and Snyder, singly or in concert with others, in connection with the offer or  
2 sale of securities, by use of the means or instrumentalities of interstate commerce, or  
3 of the mails, or a facility of a national securities exchange, directly or indirectly: (a)  
4 employed devices, schemes, or artifices to defraud; (b) made untrue statements of  
5 material fact or omitted to state material facts necessary in order to make the  
6 statements made, in light of the circumstances under which they were made, not  
7 misleading; or (c) engaged in acts, practices, or courses of business which operated or  
8 would have operated as a fraud or deceit upon persons.

9 57. By engaging in the conduct described above, Defendants Legendary  
10 Partners and Snyder, violated, and unless restrained and enjoined will continue to  
11 violate, Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

12 **PRAYER FOR RELIEF**

13 WHEREFORE, the Commission respectfully requests that the Court enter  
14 Final Judgments:

15 (a) Permanently enjoining Defendants Legendary Partners and Snyder, and  
16 those persons in active concert or participation with any of them, who receive actual  
17 notice of the judgment by personal service or otherwise, and each of them, from  
18 violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], Section 10(b) of  
19 the Exchange Act [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. §  
20 240.10b-5];

21 (b) Permanently enjoining Snyder from directly or indirectly, including, but  
22 not limited to, through any entity owned or controlled by him, participating in the  
23 issuance, purchase, offer, or sale of any security, provided, however, that such  
24 injunction shall not prevent him from purchasing or selling securities for his own  
25 personal account;

26 (c) Ordering that Defendant Snyder be barred from serving as an officer  
27 and director of a public issuer pursuant to Section 20(e) of the Securities Act [15  
28 U.S.C. § 77t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)].;



1 (d) Ordering Defendants to disgorge all ill-gotten gains obtained within the  
2 statute of limitations, together with prejudgment interest thereon, pursuant to Section  
3 21(d)(3), (d)(5) and 21(d)(7) of the Exchange Act [15 U.S.C. §§ 78u(d)(3), 78u(d)(5)  
4 and 78u(d)(7)].

5 (e) Ordering Defendants Legendary Partners and Snyder to pay civil  
6 penalties pursuant to Securities Act Section 20(d) [15 U.S.C. § 77t(d)] and Exchange  
7 Act Section 21(d) [15 U.S.C. § 78u(d)];

8 (f) Retain jurisdiction of this action in accordance with the principles of  
9 equity and the Federal Rules of Civil Procedure in order to implement and carry out  
10 the terms of all orders and decrees that may be entered, or to entertain any suitable  
11 application or motion for additional relief within the jurisdiction of this Court; and

12 (g) Grant such other relief to the Commission as the Court may deem just  
13 and proper.

14 **DEMAND FOR JURY TRIAL**

15 Pursuant to Federal Rule of Civil Procedure 38, the Commission demands trial  
16 by jury.

17  
18 Dated: July 18, 2023

19 */s/ Gary Y. Leung*

20 \_\_\_\_\_  
Gary Y. Leung

21 Dean M. Conway

22 Carolyn Kurr

23 Attorneys for Plaintiff

24 Securities and Exchange Commission  
25  
26  
27  
28

# Complaints and Other Initiating Documents

[8:23-cv-01282 Securities and Exchange Commission v. Legendary Partners, LLC et al](#)

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

## Notice of Electronic Filing

The following transaction was entered by Leung, Gary on 7/18/2023 at 7:58 AM PDT and filed on 7/18/2023

**Case Name:** Securities and Exchange Commission v. Legendary Partners, LLC et al

**Case Number:** [8:23-cv-01282](#)

**Filer:** Securities and Exchange Commission

**Document Number:** [1](#)

### Docket Text:

**COMPLAINT No Fee Required - US Government, filed by Plaintiff Securities and Exchange Commission. (Attorney Gary Y. Leung added to party Securities and Exchange Commission(pty:pla))(Leung, Gary)**

### 8:23-cv-01282 Notice has been electronically mailed to:

Gary Y. Leung leungg@sec.gov, gilliamk@sec.gov, irwinma@sec.gov, larofiling@sec.gov

### 8:23-cv-01282 Notice has been delivered by First Class U. S. Mail or by other means **BY THE FILER** to :

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**C:\fakepath\Legendary Partners Complaint.pdf

**Electronic document Stamp:**

[STAMP cacdStamp\_ID=1020290914 [Date=7/18/2023] [FileNumber=36201241-0  
] [5f093ab6eac4ab48cdf0aefe608966529913b33b6cd29b83f1247ccbade59d421  
9f326342afbb566f2b1883c640fe04a6459a4e34e9b475d206efcf0731d37]]