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**IN THE MATTER OF:** \*  
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**DAVINCI CAPITAL MANAGEMENT, INC.** \*  
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**CRD NO. 46897** \*  
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**STIPULATION AND AGREEMENT**  
  
**NO. ST-21-2020799-S**

**WHEREAS**, the Banking Commissioner (“Commissioner”) is charged with the administration of Chapter 672a of the General Statutes of Connecticut, the Connecticut Uniform Securities Act (“Act”) and Sections 36b-31-2 to 36b-31-33, inclusive, of the Regulations of Connecticut State Agencies (“Regulations”) promulgated under the Act;

**WHEREAS**, Davinci Capital Management, Inc. (“Davinci”), located at 801 Cambridge Street, Cambridge, Massachusetts 02141, has been a broker-dealer registered under the Act since February 14, 2000;

**WHEREAS**, the Commissioner, through the Securities and Business Investments Division (“Division”) of the Department of Banking, conducted an investigation of Davinci pursuant to Section 36b-26 of the Act to determine whether Davinci had violated, was violating or was about to violate any provision of the Act or any regulation or order under the Act (“Investigation”);

**WHEREAS**, in connection with the Investigation, Division staff ascertained that from approximately April 2015 through approximately May 2021, Davinci transacted business from an unregistered branch office at 662 Wethersfield Avenue, Hartford, Connecticut in contravention of Section 36b-6(d) of the Act;

**WHEREAS**, Section 36b-6(d) of the Act provides, in part, “[n]o broker-dealer ... shall transact business from any place of business located within this state unless that place of business is registered as a branch office with the commissioner”;

**WHEREAS**, the Commissioner believes that a violation of Section 36b-6(d) of the Act would support the initiation of administrative proceedings against Davinci pursuant to Section 36b-15 and Section 36b-27 of the Act;

**WHEREAS**, an administrative proceeding initiated under Section 36b-15 and Section 36b-27 of the Act would constitute a “contested case” within the meaning of Section 4-166(4) of the General Statutes of Connecticut;

**WHEREAS**, Section 4-177(c) of the General Statutes of Connecticut and Section 36a-1-55(a) of the Regulations provide that a contested case may be resolved by stipulation or agreed settlement, unless precluded by law;

**WHEREAS**, Davinci desires to settle the matters described herein and voluntarily enters into this Stipulation and Agreement;

**WHEREAS**, the Commissioner and Davinci acknowledge that this Stipulation and Agreement is in lieu of any court action or administrative proceeding against Davinci, its officers, employees, agents or representatives adjudicating any issue of fact or law on the matters described herein and is being made to settle only the matters described herein;

**WHEREAS**, without admitting or denying the allegations contained herein, Davinci expressly consents to the Commissioner’s jurisdiction under the Act and to the terms of this Stipulation and Agreement;

**WHEREAS**, Davinci, through its execution of this Stipulation and Agreement, voluntarily waives any rights Davinci may have to seek judicial review or otherwise challenge or contest the terms and conditions of this Stipulation and Agreement;

**AND WHEREAS**, Davinci specifically assures the Commissioner that the violation alleged in this Stipulation and Agreement shall not occur in the future.

**NOW THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

1. No later than the date this Stipulation and Agreement is executed by the Commissioner, Davinci shall remit to the Department by cashier's check, certified check or money order made payable to "Treasurer, State of Connecticut" the sum of Two Thousand Five Hundred Dollars (\$2,500) which shall constitute an administrative fine;
2. Davinci, its officers, representatives, agents, employees, affiliates, and successors in interest shall refrain from engaging, directly or indirectly, in conduct constituting or which would constitute a violation of the Act or any regulation or order under the Act;
3. Execution of this Stipulation and Agreement by the Commissioner is without prejudice to the right of the Commissioner to take enforcement action against Davinci or its successors in interest based upon a violation of this Stipulation and Agreement or the basis for its entry if the Commissioner determines that compliance is not being observed with the terms hereof; and
4. This Stipulation and Agreement shall become binding when executed by Davinci and the Commissioner.

**IN WITNESS WHEREOF**, the undersigned have executed this Stipulation and Agreement on the dates indicated.

Dated at Hartford, Connecticut,  
this 12 day of October 2021.

\_\_\_\_\_/s/\_\_\_\_\_  
Jorge L. Perez  
Banking Commissioner

I, James McSweeney, state on behalf of Davinci Capital Management, Inc., that I have read the foregoing Stipulation and Agreement; that I know and fully understand its contents; that I am authorized to execute this Stipulation and Agreement on behalf of Davinci Capital Management, Inc., and that Davinci Capital Management, Inc. agrees freely and without threat or coercion of any kind to comply with the terms and conditions stated herein.

Davinci Capital Management, Inc.

By:

\_\_\_\_\_/s/\_\_\_\_\_  
James McSweeney  
President

Date: October 9<sup>th</sup>, 2021