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IN THE MATTER OF:

METRIC FINANCIAL, LLC  
CRD NO. 297325

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STIPULATION AND AGREEMENT

MATTER NO. ST-25-202412-S

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

**WHEREAS**, Metric Financial, LLC (“Metric”) is an investment adviser having its principal place of business at 945 Hopmeadow Street, Simsbury, Connecticut 06070;

**WHEREAS**, Metric has been registered as an investment adviser with the Securities and Business Investments Division (“Division”) of the Department of Banking (“Department”) since July 11, 2018;

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

**WHEREAS**, as a result of the Investigation, the Division ascertained that, in 2023 Metric failed to meet the minimum capital requirements for investment advisers required by Section 36b-31-9c of the Regulations;

**WHEREAS**, upon being notified of the Division’s concerns, Metric took curative steps to remedy the situation and provided supporting documentation to the Division demonstrating compliance with Section 36b-31-9c of the Regulations;

**WHEREAS**, the Commissioner believes that a violation of Section 36b-31-9c of the Regulations would support the initiation of administrative proceedings against Metric under Section 36b-27 of the Act;

**WHEREAS**, an administrative proceeding initiated under 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**, Metric desires to settle the matters described above, and voluntarily enters into this Stipulation and Agreement;

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

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

**WHEREAS**, Metric acknowledges that it has had the opportunity to consult with and be represented by independent counsel in negotiating and reviewing this Stipulation and Agreement and execute this Stipulation and Agreement freely;

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

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

1. Metric, its representatives, agents, employees, affiliates, assigns and successors in interest shall refrain from engaging in conduct constituting or which would constitute a violation of the Act, or any regulation, rule or order adopted or issued under the Act, either directly or through any person, organization or other device;
2. No later than the date this Stipulation and Agreement is executed by the Commissioner, Metric shall remit to the Department, by cashier's check, certified check or money order made payable to "Treasurer, State of Connecticut" or by electronic funds transfer, the sum of two thousand five hundred dollars (\$2,500) which shall constitute an administrative fine;
3. Execution of this Stipulation and Agreement by the Commissioner is without prejudice to the right of the Commissioner to take enforcement action against Metric 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 Metric and the Commissioner.

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

Dated at Hartford, Connecticut  
This 17<sup>th</sup> day of April 2025.

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

I, Timothy Baker, state on behalf of Metric Financial, LLC, 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 Metric Financial, LLC; and that Metric Financial, LLC agrees freely and without threat or coercion of any kind to comply with the terms and conditions stated herein.

Metric Financial, LLC

By \_\_\_\_\_/s/\_\_\_\_\_  
Timothy Baker  
Chief Compliance Officer

State of:       Connecticut

County of:     Hartford

On this the 31<sup>st</sup> day of March 2025, before me, the undersigned officer, personally appeared Timothy Baker, who acknowledged himself to be the Chief Compliance Officer of Metric Financial, LLC and that he, as such Chief Compliance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Metric Financial, LLC by himself as Chief Compliance Officer.

In witness whereof I hereunto set my hand.

\_\_\_\_\_/s/\_\_\_\_\_  
Notary Public  
Date Commission Expires: Mar. 31, 2026