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**IN THE MATTER OF:** \*  
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**SOMA EQUITY PARTNERS, LP** \*  
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**(IARD number 283613)** \*  
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**STIPULATION AND  
AGREEMENT  
No. ST-19-8487-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 *et seq.* of the Regulations of Connecticut State Agencies (the “Regulations”) promulgated under the Act;

**WHEREAS**, Soma Equity Partners, LP (the “Adviser”) is an investment adviser formed under Delaware law on February 4, 2016. The Adviser maintains its principal office at 44 Montgomery Street, Suite 3710, San Francisco, California 94104 and renders investment advisory services exclusively to pooled investment vehicles other than investment companies and business development companies. The Adviser is under common control with Soma Equity Partners, LLC, a commodity pool operator that manages Soma Partners LP, a hedge fund;

**WHEREAS**, on October 28, 2016, the Adviser reported on an amended Uniform Application For Investment Adviser Registration (Form ADV) filing that it maintained an additional office at 263 Tresser Boulevard, Suite 300, Stamford, Connecticut 06901. That office remains active;

**WHEREAS**, on November 8, 2016, the Adviser became registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940;

**WHEREAS**, Section 36b-6(c)(1) of the Act provides, in part, that: “No person shall transact business in this state as an investment adviser unless registered as such by the commissioner as provided in sections 36b-2 to 36b-34, inclusive, or exempted pursuant to subsection (e) of this section.” Section 36b-6(e) provides an exemption from state registration for “[a]ny investment adviser that (1) is registered or required to be registered under Section 203 of the Investment Advisers Act of 1940”, adding that “[a]ny investment adviser claiming an exemption pursuant to subdivision (1) of this subsection . . . shall first file with the commissioner a notice of exemption together with a consent to service of process as required by subsection (g) of section 36b-33 and shall pay to the commissioner or to any person designated by the commissioner in writing to collect such fee on behalf of the commissioner a nonrefundable fee . . . Such notice of exemption shall be valid until December thirty-first of

the calendar year in which it was first filed and may be renewed annually thereafter upon submission of such information as the commissioner may require together with a nonrefundable fee . . . . “ Public Act 17-2 amended subsection (e) effective December 1, 2017 to increase the initial notice filing fee from \$250 to \$275 and the renewal fee from \$150 to \$175;

**WHEREAS**, after learning through independent means of the Adviser’s presence and activity in the state, the Commissioner, through the Securities and Business Investments Division (the “Division”) of the Department of Banking, conducted a follow-up investigation pursuant to Section 36b-26 of the Act;

**WHEREAS**, as a result of such investigation, the Commissioner alleges that, from 2016 until December 7, 2018, the Adviser failed to make the investment advisory notice filing required by Section 36b-6(e) of the Act and failed to pay the fees required by that section;

**WHEREAS**, upon being apprised of the Division’s concerns, the Adviser was responsive to the Division’s inquiries, made a notice filing and paid the fee required by Section 36b-6(e) of the Act on December 7, 2018 and renewed its notice filing for calendar year 2019;

**WHEREAS**, Chapter 54 of the Connecticut General Statutes permits the resolution of a contested case by stipulation or agreed settlement;

**WHEREAS**, the Adviser desires to settle the matters described herein relating to its notice filing delinquency and, without either admitting or denying the truth of the Commissioner's allegations set forth hereinabove, voluntarily enters into this Stipulation and Agreement, acknowledging that this Stipulation and Agreement is in lieu of any court action or administrative proceeding adjudicating any issue of fact or law on the matters described herein;

**WHEREAS**, the Adviser, 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;

**WHEREAS**, the Adviser fully understands that this Stipulation and Agreement will in no way preclude additional proceedings by the Commissioner against the Adviser for acts or omissions not specifically addressed in this Stipulation and Agreement or for acts and/or omissions that do not arise from the facts or transactions herein addressed;

**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, the Adviser shall remit to the department by cashier’s check, certified check or money order made payable to “Treasurer, State of Connecticut,” the sum of one thousand eight hundred twenty five dollars (\$1,825), one thousand five hundred

dollars (\$1,500) of which shall constitute an administrative penalty and three hundred twenty five dollars (\$325) of which shall represent reimbursement for past due investment advisory notice filing fees;

2. The Adviser shall refrain from engaging in conduct constituting or which would constitute a violation of the Act or the Regulations thereunder, including, without limitation, failing to observe the notice filing and fee requirements imposed by Section 36b-6(e) of 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 the Adviser 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 the Adviser and the Commissioner.

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

Dated at Hartford, Connecticut  
this 20<sup>th</sup> day of March 2019.

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

I, Cindy Pei Yang, state on behalf of Soma Equity Partners, LP, 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 Soma Equity Partners, LP and that Soma Equity Partners, LP agrees freely and without threat or coercion of any kind to comply with the terms and conditions stated herein.

Soma Equity Partners, LP

By \_\_\_\_\_/s/\_\_\_\_\_  
Cindy Pei Yang  
Chief Operating Officer

State of: California )

County of: San Francisco ) ss:

On this 4<sup>th</sup> day of March 2019, personally appeared Cindy Pei Yang, signer of the foregoing Stipulation and Agreement, who, being duly sworn, did acknowledge to me that she was authorized to execute the same on behalf of Soma Equity Partners, LP, a limited partnership, and acknowledged the same to be her free act and deed, before me.

\_\_\_\_\_/s/\_\_\_\_\_

Notary Public

My Commission Expires: Aug. 17, 2019