



Client Brochure
(Part 2A of Form ADV)

OKLO FINANCIAL, LLC
1050 Northgate Drive, Suite 333
San Rafael, CA 94903
866.399.1990 p.
415.492.1970 f.
www.oklo-financial.com

This brochure provides information about the qualifications and business practices of OKLO Financial, LLC. If you have any questions about the contents of this brochure, please contact us at: (866)399.1990, or by email at: www.oklo-financial.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about OKLO Financial, LLC is available on the SEC's website at www.adviserinfo.sec.gov

01/10/2011

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

The U.S. Securities and Exchange Commission issued a final rule in July 2010 requiring advisers to provide a Firm Brochure in narrative “plain English” format. The new final rule specifies mandatory sections and organization.

Since OKLO Financial’s last annual update OKLO Financial has added two new investment programs for client investment. OKLO Tracker and OKLO Tracker Plus. OKLO Tracker is designed to track our Flagship OKLO Core Investment Program. OKLO Tracker will allow investors to participate in OKLO Financial’s proprietary quantitative portfolio management services with a minimum investment of \$25,000. OKLO Tracker Plus is a leveraged version of OKLO Tracker. Tracker Plus provides a more aggressive application of OKLO’s quantitative allocation strategy with a minimum investment of \$25,000.

Brochure Available

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: (866) 399.1990 or by email at: www.oklo-financial.com.

Item 3: Table of Contents

Item 2: Material Changes	i
Annual Update.....	i
Material Changes since the Last Update	i
Brochure Available.....	i
Item 3: Table of Contents	i
Item 4: Advisory Business	1
A. Firm Description:	1
B. Principal Owners:	1
C. Types of Advisory Services:	1
D. Amounts Under Management:.....	1
E. Client Tailored Services:.....	2
F. Types of Agreements:	2
G. Financial Planning Agreement:.....	2
H. Investment Advisory Agreement:	2
I. Hourly Planning Engagements.....	3
J. Termination of Agreement	3
Item 5: Fees and Compensation	3
A. Investment Advisory Fees	3
B. Financial Planning Fees	4
C. Payment of Fees.....	4
D. Other Fees.....	4
E. Expense Ratios	4
F. Past Due Accounts and Termination of Agreement.....	4
Item 6: Performance-Based Fees	4
Item 7: Types of Clients	5
A. Description	5
B. Account Minimums	5
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	5
A. Methods of Analysis and Investment Strategies.....	5
B. Risk of Loss.....	6

Item 9: Disciplinary Information.....	7
A. Legal and Disciplinary.....	7
Item 10: Other Financial Industry Activities and Affiliations	7
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	8
A. Code of Ethics	8
B. Participation or Interest in Client Transactions	8
Item 12: Brokerage Practices	9
A. Selecting Brokerage Firms	9
B. Best Execution.....	9
C. Research and Other Soft Dollar Benefits.....	9
D. Order Aggregation.....	9
Item 13: Review of Accounts	9
A. Periodic Reviews.....	9
B. Review Triggers.....	9
C. Regular Reports	10
Item 14: Client Referrals and Other Compensation	10
A. Incoming Referrals	10
B. Referrals Out.....	10
C. Other Compensation or Economic Benefits	10
Item 15: Custody.....	10
Item 16: Investment Discretion	10
A. Discretionary Authority for Trading	10
Item 17: Voting Client Securities	11
A. Proxy Voting Policy	11
Item 18: Financial Information	11
A. Financial Condition	11

Item 4: Advisory Business

A. Firm Description:

Founded in 2001 OKLO Financial, LLC has been managing public funds since 05/2004 as a Registered Investment Advisor. OKLO is an LLC and the fiscal year end is December.

OKLO Financial, LLC provides confidential investment management and financial planning to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and small businesses. Advice is provided through consultation with the client and may include: determination of financial objectives, investment management, education funding and retirement planning.

OKLO Financial, LLC is strictly a fee-only investment management and financial planning firm. The firm does not sell annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. No commissions in any form are accepted. No finder's fees are accepted.

B. Principal Owners:

The two executive officers of OKLO Financial, LLC are Jaipal K. Tuttle, PhD. and Mark Allan Anderson, CFP®.

C. Types of Advisory Services:

Investment Advisory Services:

OKLO Financial, LLC ("OKLO") manages investment advisory accounts in accordance with the client's investment objective on a fee-only basis. Item 5(A).OKLO offers three model portfolios: The OKLO Core Investment Program, with a minimum investment of \$125,000 for non-qualified accounts and \$100,000 for qualified accounts, The OKLO Tracker and OKLO Tracker Plus with minimums of \$25,000 for all accounts. The operational objective of OKLO is to use our proprietary suite of quantitative portfolio selection algorithms to select and maintain the model portfolios. Clients participate in the model portfolios via separate accounts held at TD Ameritrade. Client accounts may invest in mutual funds, exchange traded funds, exchange traded stocks and options. Tracker Plus accounts will use leverage.

The securities, and their weights, held in client accounts are selected by OKLO to track performance of the model portfolios.

Financial Planning or Specific Projects:

OKLO may provide its clients with a broad range of comprehensive financial planning and/or consulting services (including investment and non-investment-related matters). These services are based on fixed or hourly fees and are described in Item 5(B).

D. Amounts Under Management:

As of January 10, 2011, OKLO manages approximately \$68,000,000. All funds are managed on a discretionary basis.

E. Client Tailored Services:

OKLO offers the same suite of services to all clients. However, specific client profile information is used to aid in the selection of the portfolio that matches risk tolerance, restrictions, needs and targets.

Initial Interview * at the opening of the account, OKLO, through its designated representatives, shall obtain from the client information sufficient to determine the client's financial situation and investment objectives. Individual Treatment * the client's account is managed on the basis of the client's financial situation and investment objectives. Ability to Impose Restrictions * the client shall have the ability to impose reasonable restrictions on the management of the account, including the ability to instruct OKLO not to purchase certain mutual funds. However, if the restrictions prevent OKLO from properly servicing the client account, or if the restrictions would require OKLO to deviate from its standard suite of services, OKLO reserves the right to terminate the relationship.

F. Types of Agreements:

The following agreements define the typical client relationships.

G. Financial Planning Agreement:

Prior to engaging OKLO to provide financial planning and/or consulting services, the client will generally be required to enter into a Financial Planning Agreement with OKLO setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to OKLO commencing services. In the event the client terminates OKLO's financial planning and/or consultation services, the balance of OKLO's fee, if any, shall be refunded to the client. In performing its services, OKLO shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. If requested by the client, OKLO shall recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from OKLO. Clients are encouraged to renew OKLO's financial planning services on an annual basis for the purpose of reviewing/updating OKLO's previous recommendations and/or services. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify OKLO if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/ revising OKLO's previous recommendations and/or services.

H. Investment Advisory Agreement:

In the event the client desires, the client can engage OKLO to provide investment management services on a fee-only basis.

The client appoints OKLO as its investment manager for the account. OKLO will supervise and direct all investment decisions for the account. The client grants OKLO the authority to make and exercise such decisions without prior consultation with, or approval by, the client. OKLO does not have full Power of Attorney and will not have authority to withdraw funds or take custody of the client's funds or securities.

I. Hourly Planning Engagements

OKLO provides hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements ranges from \$250 - \$500.

J. Termination of Agreement

A client may terminate any of the aforementioned agreements at any time by notifying OKLO in writing and paying the rate for the time spent on the investment advisory engagement prior to notification of termination. If the client made an advance payment, OKLO will refund any unearned portion of the advance payment.

OKLO or the client may terminate The OKLO Investment Program Investment Advisory Agreement ("The Agreement") at will. The client may terminate The Agreement by notifying OKLO in writing at its principal place of business. If the client or OKLO terminates this agreement within ten (10) business days of its execution and delivery the client will not be liable for any portion of the annual Management Fee. After ten (10) business days the annual Management Fee will be calculated from the first business day the custodian receives custody of the client's funds or assets in the Account. OKLO will not be liable for reimbursement of loss of principle due to market movement, any brokerage fees incurred or the reimbursement of any mutual fund short-term trading penalties which occur as the result of termination.

OKLO may terminate any of the aforementioned agreements at any time by notifying the client in writing. If the client made an advance payment, OKLO will refund any unearned portion of the advance payment.

Item 5: Fees and Compensation

A. Investment Advisory Fees

In the event the client desires, the client can engage OKLO to provide investment management services on a fee-only basis.

The client will compensate OKLO for its services in the form of an annual management fee ("Management Fee") of 1.75% per annum as calculated on an actual/365 day-count basis. No increase in the Management Fee percentage shall be effective without prior written notification to the client.

OKLO's Management Fee shall be paid quarterly, in arrears, and based upon the average market value of the assets in the account during the previous quarter.

OKLO, in its sole discretion, may charge a lesser management fee based upon certain criteria (i.e., existing client, anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, etc.).

B. Financial Planning Fees

OKLO's financial planning fees are negotiable, but generally range from \$250 to \$1,500 on a fixed fee basis and \$250 to \$500 on an hourly basis, depending upon the level and scope of the services required, as well as the client's financial situation.

C. Payment of Fees

Investment management fees are billed quarterly, in arrears, meaning that we invoice after the three-month billing period has ended. Payment in full is expected upon invoice presentation. Fees are usually deducted from a designated client account to facilitate billing. The client must consent in advance to direct debiting of their investment account.

Fees for financial planning services are billed hourly in arrears, or on a fixed basis with 25% in advance, with the balance due upon completion of services.

D. Other Fees

Clients are responsible for the payment of all third party fees (i.e. custodian fees, mutual fund fees, transaction fees etc.) Those fees are separate and distinct from the fees charged by OKLO Financial, LLC.

OKLO will transact in mutual funds, exchange traded funds, exchange traded stocks, and options. These same assets may also be subject to additional fees and expenses as set forth in applicable prospectuses. Additionally, the Custodian may charge fees for custodial or brokerage services. These fees and expenses are borne by the client and no portion of such fees are received by OKLO or any of OKLO's associated persons.

E. Expense Ratios

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to OKLO.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

F. Past Due Accounts and Termination of Agreement

OKLO reserves the right to stop work on any account that is more than 30 days overdue. In addition, OKLO reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in OKLO's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within 30 days.

Item 6: Performance-Based Fees

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

1050 Northgate Drive, Suite 333 San Rafael, CA 94903 Tel 866.399.1990 Fax 415.492.1970
OKLO financial is a Registered Investment Advisor with the Securities and Exchange Commission. SEC File Number: 801-67625.

OKLO does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

Item 7: Types of Clients

A. Description

OKLO generally provides investment advice to individuals, pension and profit sharing plans and trusts.

Client relationships vary in scope and length of service.

B. Account Minimums

OKLO Financial account size minimums are as follows

The OKLO Core Investment Program:

\$125,000 for Non –Qualified Accounts

\$100,000 for Qualified Accounts

OKLO Tracker:

\$25,000 for Qualified and Non-Qualified Accounts

OKLO Tracker Plus:

\$25,000 for Qualified and Non-Qualified Accounts

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

A. Methods of Analysis and Investment Strategies

OKLO uses a proprietary quantitative portfolio management strategy to select and maintain the portfolios. OKLO refers to these portfolios in written literature and verbal communication as the (“Model Portfolios”). OKLO describes the Model Portfolios in written literature and verbal communications as diversified. The Model Portfolios themselves are fictitious entities and not held by any investor.

The constituents of the Model Portfolios include mutual funds, exchange traded stocks, exchange traded funds, and options. The mutual funds and stocks selected represent numerous asset classes hence the use of the description diversified by OKLO.

The Model Portfolios are selected using a statistically driven algorithm based upon historical market data. OKLO uses a proprietary measure, which, for assets including the Model Portfolio,

associates an expected return with an expected level of risk where risk is defined as the annualized standard deviation of daily returns. Any statements about diversification, expected risk, expected return, and expected exposure are solely within the context of statistical analysis. OKLO makes no representation as to the actual performance of any security or the profitability or risk of any portfolio or account. Client accounts may lose value. The relative weights of the securities within the client's account are selected by OKLO to track performance of the selected Model Portfolio. The account will incur a tracking error in performance vs. the performance of the Model Portfolio. OKLO may statistically estimate the magnitude of the tracking error in written literature and verbal communication, but OKLO makes no guarantee as to the actual magnitude of the tracking error at any time. The tracking error may be positive or negative. OKLO will not make any restitution to the client for negative tracking error.

B. Risk of Loss

All investment programs have certain risks that are borne by the investor. Client accounts may lose value. OKLO's investment approach constantly keeps the risk of loss in focus. Investors may face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Item 9: Disciplinary Information

A. Legal and Disciplinary

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business or the integrity of our management.

Item 10: Other Financial Industry Activities and Affiliations

The client's Account will be established with TD Ameritrade Institutional, a division of TD Ameritrade, Inc. member FINRA/SIPC/NFA ("Ameritrade"). Ameritrade will maintain custody of the client's funds and assets. Trading in the client's account will occur by executing transactions with the broker/dealer Ameritrade. OKLO will manage the account via a limited power of attorney and trading authorization executed by the client.

Ameritrade is independent and unaffiliated with OKLO. Ameritrade will not supervise OKLO and has no responsibility for OKLO's actions or advice. OKLO does not pay Ameritrade any fees relating to client accounts. OKLO does not receive any form of compensation, financial or otherwise, from Ameritrade.

Ameritrade will receive compensation paid by the client directly from the account in the form of commissions or other transaction-related compensation on securities trades executed through Ameritrade. Ameritrade may receive compensation paid by the client directly from the account in the form of account maintenance fees.

OKLO's executive officer, Mark Allan Anderson, CFP® is a registered representative of the broker/dealer American Investors Company ("AIC"), 2682 Bishop Drive, Suite 123, San Ramon, CA 94583, (925) 866-2882. Member FINRA/SIPC.

In the event that the client desires, the client can engage the Registrant's Principal and/or Associated Persons in their individual capacities as registered representatives of American Investors Company ("AIC"), an SEC registered and FINRA member broker-dealer, to implement investment recommendations on a fully-disclosed commission basis. In the event the client chooses to purchase investment products through AIC, brokerage commissions will be charged by AIC to effect securities transactions, a portion of which commissions shall be paid by AIC to Registrant's Principal and/or Associated Persons, as applicable. The brokerage commissions charged by AIC may be higher or lower than those charged by other broker-dealers.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

The employees of OKLO have committed to a Code of Ethics which serves to establish a standard of business conduct for all of OKLO's Associated Persons that is based upon fundamental principles of openness, integrity, honesty and trust. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

B. Participation or Interest in Client Transactions

Investment Policy

None of OKLO's advisory representatives may effect for himself or herself or for his or her immediate family (i.e. spouse, minor children) (collectively "Covered Persons") any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of OKLO's clients, unless in accordance with the following Firm Procedures.

Firm Procedures

In order to implement OKLO's investment policy, the following have been put into place with respect to OKLO and its Covered Persons:

- (1) If OKLO is purchasing or considering for purchase any security on behalf of OKLO's client, no Covered Persons may transact in that security prior to the client purchase having been completed by OKLO, or until a decision has been made not to purchase the security on behalf of the client; and
- (2) If OKLO is selling or considering the sale of any security on behalf of OKLO's client, no Covered Persons may transact in that security prior to the sale on behalf of the client having been completed by OKLO, or until a decision has been made not to sell the security on behalf of the client.

Exceptions

- (1) This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of OKLO's clients trade in sufficiently broad markets to permit transactions to be completed without any appreciable impact on the markets of the securities. Under certain circumstances exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, will be maintained with OKLO's records in the manner set forth above.

- (2) Open-end mutual funds and/or the investment subdivisions which may comprise a variable insurance product are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds and/or variable insurance products by Covered Persons are not likely to have an impact on the prices of the fund shares in which clients invest, and are therefore not prohibited by OKLO's Investment Policy and Procedures.

In accordance with Section 204A of the Investment Advisers Act of 1940, OKLO also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by OKLO or any person associated with OKLO.

Item 12: Brokerage Practices

A. Selecting Brokerage Firms

OKLO does not have any affiliation with product sales firms. Specific custodian recommendations are made to clients based on their need for such services. OKLO recommends custodians based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates.

OKLO generally recommends that all accounts be maintained at Ameritrade Holding Corporation, LLC ("Ameritrade"). OKLO does not receive any compensation, financial or otherwise, from Ameritrade.

B. Best Execution

OKLO reviews the execution of trades at Ameritrade each quarter. Trading fees charged by the custodian are also reviewed on a quarterly basis. OKLO does not receive any portion of the trading fees.

C. Research and Other Soft Dollar Benefits

OKLO does not receive research or any other soft dollar benefits from Ameritrade or any other broker/dealer.

D. Order Aggregation

OKLO maintains the ability to block trade and will execute block trades when beneficial to clients. Most trades are mutual funds or exchange-traded funds where trade aggregation does not garner any client benefit.

Item 13: Review of Accounts

A. Periodic Reviews

Account reviews are performed on an ongoing basis by the Registrant's Principals and Associated Persons. Frequencies range from Quarterly to Annually. All clients are advised that it remains their responsibility to advise the Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or telephonically) are encouraged to review financial planning issues, investment objectives and account holdings with the Registrant on at least an annual basis.

B. Review Triggers

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

C. Regular Reports

Each client will receive, at least quarterly, a written account statement detailing account holdings, activity and performance from the custodian.

Clients receive periodic communications from OKLO that include annual privacy policy, management fee invoices and the summary of material changes if applicable.

Item 14: Client Referrals and Other Compensation

A. Incoming Referrals

OKLO has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. The firm does not compensate referring parties for these referrals.

B. Referrals Out

OKLO does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

C. Other Compensation or Economic Benefits

OKLO does not receive any compensation or economic benefit, directly or indirectly from any third party for advice rendered to OKLO clients.

Item 15: Custody

OKLO does not take custody of client accounts or assets at any time. All accounts are held at a qualified custodian such as Ameritrade. The custodian will provide account statements directly to the clients at their address of record at least quarterly.

Item 16: Investment Discretion

A. Discretionary Authority for Trading

All transactions in the client's account are executed without obtaining specific client consent. This includes the specific securities to be purchased or sold, the amount to be purchased or sold, and the timing of purchases or sales. This discretionary authority is granted to OKLO under a limited power of attorney executed by the client in The Agreement. The funds and securities held in the account belong solely to the client. Neither OKLO nor any of its Affiliates have authority to withdraw or obtain custody of funds or securities in the client's account.

Item 17: Voting Client Securities

A. Proxy Voting Policy

OKLO does not vote client proxies. Therefore, although OKLO may provide investment advisory services relative to client investment assets, OKLO's clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. OKLO and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

Item 18: Financial Information

A. Financial Condition

OKLO does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because OKLO does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$1,200 per client, and six months or more in advance.