

SOUND INVESTMENT MANAGEMENT, INC.

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March 25, 2014

This Brochure provides information about the qualifications and business practices of Sound Investment Management, Inc. If you have any questions about the contents of this Brochure, you may contact us at (503) 691-7030, or email mchild@simiusa.com or jchild@simiusa.com to obtain answers and additional information. Sound Investment Management, Inc. is a registered investment advisor with the Securities and Exchange Commission. Registration of an investment adviser does not imply any level of skill or training. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC).

Additional information about Sound Investment Management, Inc. is available on the SEC's website at www.Adviserinfo.sec.gov.

Item 2 – Material Changes

The date of our previous annual update to our Brochure was March 26, 2013.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. A summary of material changes is listed as "Exhibit A" to our Brochure. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting John Child at (503) 691-7030 or Mark Child at (540) 364-2601, or by email to either jchild@simiusa.com or mchild@simiusa.com.

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Item 4 – Advisory Business

A Sound Investment Management, Inc. (“SIMI” “we” “us” and “Advisor”) is an Oregon corporation registered as an investment advisor under the laws of the Securities and Exchange Commission. Our principal place of business is located in Tualatin, Oregon. We also have an office in Marshall, Virginia. John Child and Mark Child are Principals of Sound Investment Management, Inc. which was originally founded in 1993.

B, C We offer a wide range of investment advisory services to our Clients. Advice and services are tailored to the stated objectives of the Client(s). Generally, we do not have the authority to determine, without obtaining specific Client consent, the securities bought or sold and the amount of securities bought or sold and transaction rates paid.

We also provide financial planning services for Clients. The planning process includes gathering information necessary to provide Clients with appropriate and agreed upon services, which may include one or more of the following: Retirement and investment planning, budgeting and cash flow planning, and business succession planning.

From time to time we also provide Investment Coaching services to clients. These services are offered to clients who want to conduct their own research of potential mutual funds, exchange traded funds (ETF), equities and other investments for inclusion in their portfolios. Our Investment Coaching provides these clients with guidance, advice, and counsel on the development of an investment policy and then research conducted by clients for specific investments. Our coaching services are provided on an ongoing and continuous basis. Once the investment policy and specific investments have been identified we may assist the client in implementation.

D We do not participate in any wrap fee programs.

E We manage \$116,097,903 of Client assets on a non-discretionary basis. This amount was calculated as of December 31, 2013.

Item 5 – Fees and Compensation

- A** We are a fee-only advisory firm, meaning we are compensated only by our Clients and do not receive compensation or commissions from any other parties. We believe this method of compensation minimizes conflicts of interest.

In consideration for our services, Clients pay us a fee quarterly in advance. The annual fee is equal to the percentage shown in Schedule A below. As an example, if the account value is \$400,000 the annual fee would be 1%. Likewise, if the account value is \$1.6 Million the annual fee would be .70%. At each quarter end the then current account value will determine the annual fee rate, divided by four to determine the quarterly fee rate, and then that rate is multiplied by the quarter end account value. For the initial fee for which services are provided the fee will be based on the account value on the inception date, multiplied by the fee rate as described above and prorated for the remaining time in the calendar quarter. For any other partial quarterly period, the fee will be prorated for the number of days the account was open in the quarter. The market value will be construed to equal the sum of the values of all assets in the account at quarter end or inception date, adjusted by any margin debit. All prepaid but unearned fees will be promptly refunded on termination of the account on a prorated basis as described above.

For purposes of our billing and fee schedule, an “account” includes all accounts currently opened along with any accounts that are subsequently opened by a Client with us. For example, if a husband and wife that have a joint account, IRA accounts and accounts for minor children, those account values would be added together and assessed the same fee rate under Schedule A below.

Compensation for our services is calculated in accordance with “Schedule A” of the Investment Advisory Agreement (IAA”) entered into with each Client when we begin our professional relationship. The IAA may be amended from time to time by us upon 30-days prior written notice to Client.

Standard Fee Schedule

Schedule A

<u>Assets</u>			<u>Annual Fee</u>
\$0	to	\$500,000	1.00%
\$500,001	to	\$1.0 million	.90%
\$1.0 million	to	\$1.5 million	.80%
\$1.5 million	to	\$2.0 million	.70%
\$2.0 million	to	\$2.5 million	.60%
\$2.5 million and over			.45% or as negotiated
Coaching	to	N/A	.35%

The minimum fee for a managed advisory account is \$2,000.00. Under certain limited circumstances, (e.g., Uniform Gift to Minors Accounts, charities, etc.) we may waive the minimum account size or annual fee.

All security pricing is done by the custodian of Client accounts, Charles Schwab Institutional. Schwab uses various pricing services such as Reuters and Standard & Poor's. For actively traded securities these services use the actual last reported sale price. For less actively traded securities such as bonds, these services will use the appropriate valuation methodology to determine the value of the security.

Fees for financial planning services are based on an hourly rate of \$200.00 per hour, or a flat fee as agreed upon with a Client. Clients are billed on a quarterly basis with fees due upon receipt of invoice. All fees are due at the time service is completed. Financial planning engagements may be terminated at any time by either party. If the planning project is terminated prior to completion, a pro-rata refund will be made by Advisor based upon the amount of work conducted towards the project's completion.

Fees for Investment Coaching services are charged at an hourly rate of \$200 for the assistance in development of an initial investment portfolio and periodic meetings. Coaching Clients pay a reduced annual management fee of .35%. The calculation and charge of this fee is detailed above in this Item 5 A.

- B** Our fees may be paid directly to us from the account by the custodian holding a Client's assets upon submission of an invoice to the custodian showing the amount of fees, the value of the Client's assets on which the fees are based, and the specific manner in which the fees are calculated. Clients bear the responsibility for verifying the accuracy of fee calculations.
- C** In addition to our fee and any sub-advisor's fees, Clients may be required to pay a proportionate share of any mutual fund's fees and charges brokerage transaction fees, stock transfer fees, and other charges incurred in connection with transactions for their account. These fees are paid out of the assets in a Client's account and are in addition to the investment management fees paid to us.
- D** In the event the contract for services with a Client are terminated, SIMI will be compensated for work performed and the remaining fee, if any, is returned to the Client on a pro rata basis. Fees for partial quarters at the commencement or termination of this Agreement will be billed or refunded on a pro-rata basis contingent on the number of days the account was open during the month.
- E** We are a fee-only investment advisory firm paid on a percentage of Client assets managed or an hourly rate or a combination of both. This means that no supervised person associated with us receives or accepts any compensation for the sale or purchase of securities or investment products.

Item 6 – Performance-Based Fees and Side-By-Side Management

We do not charge any performance-based fees for our services. Accordingly, this Item is not applicable to our firm.

Item 7 – Types of Clients

We provide investment advice to the following types of individuals, high-net-worth individuals, family trusts, living trusts, custodial accounts, estate accounts and not for profit organizations.

Because each Client is unique, we encourage involvement in the planning and processes involved in the management of their accounts. Such involvement does not have to be time consuming, however we want our Clients to remain informed and have a sense of security about their investments.

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

A We offer advice on investments primarily including (but not limited to) the following:

- Equity securities such as:
 - Exchange-listed securities
 - Securities traded over-the-counter
- Corporate debt securities (other than commercial paper)
- Certificates of deposit
- Municipal securities
- Exchange traded funds
- Investment company securities:
 - Variable Annuities
 - Mutual fund shares
- United States government securities

Our primary investment strategies used to implement investment advice given to Clients include long-term (securities held at least one year) and short-term (securities sold within a year) purchases.

We research and analyze securities based on fundamentals. The main sources of information we rely upon when researching and analyzing securities include research materials prepared by others, annual reports, corporate rating services, prospectuses, and Company press releases.

B We use our best judgment and good faith efforts in rendering services to Clients. We cannot warrant or guarantee any particular level of account performance, or that the account will be profitable over time. Not every investment decision or recommendation made by us will be profitable. Clients assume all market risk involved in the investment of account assets under the Investment Advisory Agreement and understand that investment decisions made for their account are subject to various market, currency, economic, political and business risks.

Except as may otherwise be provided by the Advisers Act of 1940, or other applicable federal or state law, we are not liable to Clients for:

- Any loss that a Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence

and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use;

- Any loss arising from our adherence to a Client's instructions; or
- Any act or failure to act by a custodian of a Client's account.

It is the responsibility of each Client to give us complete information and to notify us of any changes in financial circumstances or goals.

- C** While all investing involves risks and losses can and will occur, our advisory services generally recommend a broad and diversified allocation of mutual funds and other securities thereby reducing specific risks associated with a concentrated or undiversified portfolio.

Item 9 – Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. We have no information to disclose applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

As of January 1, 2014, we have entered into a written agreement with Grange Capital, LLC, a state registered investment advisor, whereby SIMI provides regulatory compliance support, portfolio assistance, custodial assistance, advisor support and administrative assistance to Grange in exchange for monetary compensation. We do not believe that SIMI or any of its IARs have any material conflicts of interest related to this relationship. We do not have any other disclosable financial industry activities or affiliations related to this Item 10.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

- A** SIMI discloses to Clients material conflicts of interest which could reasonably be expected to impair the rendering of unbiased and objective advice. SIMI has a Code of Ethics which all employees are required to follow. The Code of Ethics outlines proper conduct related to all services provided to Clients. Prompt reporting of internal violations is mandatory. SIMI's Chief Compliance officer regularly evaluates employee performance to ensure compliance with the code of ethics. A copy of the Code of Ethics is available to current or prospective Client upon request.
- B-D** SIMI or individuals associated with us may buy and sell some of the same securities for their own account that we buy and sell for our Clients. In all instances, where appropriate we purchase a security for all Client accounts for which the investment is appropriate before purchasing any of the securities for our own account and, likewise, when we determine that securities should be sold, where appropriate will cause these securities to be sold from all of our Client accounts prior to permitting the selling of the securities from our own account. In some cases we may buy or sell securities for our own account for reasons not related to the strategies adopted by our Clients. Because Client accounts are managed on a non-discretionary basis only, the potential delay in obtaining Client approvals may cause employee trades to be placed ahead of Client trades and may result in employees of SIMI receiving a better price than clients. Additionally, delays in implementing a recommendation may be pending a Client's authorization. This delay may result in Client paying more or less for a security than Client might otherwise pay in a discretionary management system. It is also possible that SIMI's principals or person(s) associated with SIMI may buy or sell the same securities prior to Client's authorization of sale transactions in Client's account.

When SIMI is newly engaged by a Client for whom it expects to recommend securities in which SIMI or one of our principals holds a position, this brochure is notification to our Client of our policies and the availability of our Code of Ethics in respect to officers and employees trading for their own account.

As stated above, we disclose to Clients material conflicts of interest relating to us, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Item 12 – Brokerage Practices

A We generally recommend that Clients open brokerage accounts with Charles Schwab & Co., Inc. In recommending broker-dealers, we seek to obtain “best execution,” meaning that we seek to execute securities transactions for Clients so that the total costs or proceeds in each transaction are the most favorable under the circumstances. The factors we consider when evaluating for best execution include:

- Execution capability;
- Transaction fee rate;
- Financial responsibility;
- Responsiveness;
- Custodian capabilities;
- The value of any research services/brokerage services provided; and
- Any other factors that we consider relevant.

Charles Schwab & Co. also provides us with the following products/services:

- Secured internet access which allows us to communicate electronically with Schwab to download account information, place and allocate trades, and submit advisory fees to Schwab.
- Research, which we may use to service all accounts.
- Individual Clients may not benefit equally from the products and services we receive from Schwab.

A.1 As referenced above, we recommend Clients maintain accounts with Charles Schwab & Co., and to help facilitate the account management we participate in the Schwab Institutional Services (“SI”) program. Schwab is a FINRA and SIPC member firm which offers independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Through our participation in the SI program, Schwab also provides us with the following products, services and assistance:

- Products that allow us to download account information place and allocate trades, and submit advisory fees;

- Research, which we may use to service all accounts;
- While we do not pay a fee for these products/services, all Client accounts may not be the direct or exclusive beneficiary of such products/services;
- Receipt of duplicate Client statements and confirmations;
- Research related products and tools;
- Access to a trading desk serving adviser participants;
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts);
- The ability to have advisory fees deducted directly from Client accounts;
- Access to an electronic communications network for Client order entry and account information;
- Access to conferences and educational meetings with product sponsors; and
- Access to mutual funds with no transaction fees and to certain institutional money managers.

Services made available by Schwab are intended to help us manage and further develop our business and do not depend on the amount of brokerage transactions directed to Schwab. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our Clients first. However, Clients should be aware that our receipt of economic benefits creates a potential conflict of interest and may indirectly influence our choice of Schwab for custody and brokerage services.

- B** We are authorized in our discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and other transactions in the same securities or instruments for other Clients of ours. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained. Confirmations of any transactions effected for a Client's account will be sent, in conformity with applicable law, to the Client.

Item 13 – Review of Accounts

- A** All Client accounts are reviewed by Advisor’s principals John Child or Mark Child on a regular basis. The frequency of reviews is determined by various factors, but no less frequently than monthly.
- B** More frequent reviews may be triggered by a change in Client’s investment objectives, tax considerations, large deposits or withdrawals, large sales or purchases of investments, or changes in the manager’s investment strategy.
- C** All Clients receive monthly statements from Schwab Institutional, which acts as the custodian of their accounts. We prepare separate reports quarterly, also at the time of Client meetings or periodically, depending on Client needs.

Item 14 – Client Referrals and Other Compensation

We have no arrangements, written or oral, in which we compensate others or are compensated for Client referrals.

Item 15 – Custody

With the exception of our ability to debit fees, we do not otherwise have custody of securities or assets in Client accounts.

We shall have no liability to Clients for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation (“SIPC”) or any other insurance which may be carried by the custodian. Clients understand that SIPC provides only limited protection for the loss of property held by a custodian.

As stated in Item 5 above, Clients receive account statements from the custodian of their accounts on a monthly basis. We also provide Clients with quarterly written reports summarizing account activity and performance. We urge all Clients to carefully review statements from the custodian and compare these to reports that we may provide. Our reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 – Investment Discretion

As described in Item 4 above, SIMI manages Client portfolios, in accordance with the Client’s objectives and suitability, on a non-discretionary basis. Under this non-discretionary authority we are required to obtain a Client’s approval of each specific transaction prior to executing our investment recommendations. This prior approval is also required for the selection and retention of sub-advisors to a Client’s account.

We may aggregate Client orders, so long as it is done for purposes of achieving best execution, and so long as no Client is systematically advantaged or disadvantaged. Before aggregating Client orders, we document the participating accounts and the allocation instructions. Generally, we submit allocation instructions to the broker-dealer before the market closes on the day of the order. We allocate aggregated orders to Client accounts at the average price obtained. We allocate partially filled orders pro rata based on the size of the order placed by each account. If we judge that we cannot or should not allocate a partially filled order pro rata (e.g., if the quantity of securities obtained is too small or would not have a material impact if distributed among each account), then we apply the following procedures:

- We allocate the order according to a system that results in a fair and equitable distribution of opportunities throughout the years; and
- We document our allocation decision.

Item 17 – Voting Client Securities

We are not authorized to and will not receive and/or vote proxies on issues held in any Client account or receive annual reports. Clients are responsible for completing all proxy voting procedures for the securities they own.

Item 18 – Financial Information

- A** Under no circumstances will SIMI solicit or require prepayment of more than \$1,200, six months or more in advance, from any Client for advisory services.
- B** As noted in Item 15 above, other than having the ability to deduct fees from Client accounts, we do not have custody of Client's funds. We neither manage Client assets on a discretionary basis nor have any financial commitments which would impair our ability to meet the contractual and fiduciary commitments to our Clients.
- C** We have never been the subject of any bankruptcy proceedings.

Exhibit A – Summary of Material Changes

This Item discusses only specific material changes that have been made to our Brochure since the date of our last annual update, which was March 26, 2013. Since that date we have made the following material changes:

None.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

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