

EP Wealth Advisors, Inc.

**21515 Hawthorne Blvd, Suite 1200
Torrance, CA 90503**

Phone: 310-543-4559

Fax: 310-316-0401

www.epwealth.com

March 28, 2014

**FORM ADV PART 2
BROCHURE**

This brochure provides information about the qualifications and business practices of EP Wealth Advisors, Inc. If you have any questions about the contents of this brochure, please contact us at 310-543-4559. 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 EP Wealth Advisors, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number is 111147.

EP Wealth Advisors, Inc. is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Since our last annual updating amendment filed on March 27, 2013, we have made the following material changes to our Part 2A disclosure brochure to report.

1. For our hourly financial planning and consulting service, we charge an hourly rate of \$250, payable monthly in arrears.

2. In some cases, we may recommend that clients purchase no load annuities. We do not receive any compensation in connection with this recommendation, however we may provide portfolio management services to the annuity sub-account(s) for a fee. We recommend that client's consider purchasing annuities through companies which are affiliated with and/or have a relationship with custodians which we utilize for securities transactions. We believe these companies offer annuities which are competitive in the market, however there may be other companies which offer annuities with lower internal fees. You are under no obligation to purchase any annuity, including through companies which we recommend.

3. We elaborate on the products and services we receive from Fidelity Brokerage Services LLC and its clearing firm National Financial Services LLC and the conflicts associated therewith.

4. In the event you wish to direct the voting of any particular proxy, we will relinquish any authority to vote, and it shall then be your responsibility to vote all proxies.

5. For discretionary accounts who wish to have our firm vote corporate actions, clients must complete the necessary paperwork with the custodian of the client's account. Corporate action votes are cast by our Portfolio Management team.

For non-discretionary accounts, we do not take action nor render advice on how to vote corporate actions. Non-discretionary accounts will be responsible for voting corporate actions themselves.

6. In situations where a trade error occurs, it is EPWA's policy to restore your account to the position it should have been in had the trading error not occurred.

For accounts custodied at TD Ameritrade, as of April 1, 2014, all net gains from trade corrections (net gains are defined as positive error account balances resulting from trade corrections) will automatically be moved to a designated TD Ameritrade Error Account on a daily basis. TD Ameritrade will subsequently donate these funds to the American Red Cross or to any other 501(c)(3) charity.

For accounts custodied at Fidelity, it is Fidelity's trade error policy that when a profit results from correcting a trade error, the resulting profit must remain in our firm's trade error account and may only be used to offset other trade error losses.

7. For individual fixed income transactions, we may utilize the services of an outside firm in the form of a "Trade Away", these brokers may provide us with research and other advice on the structuring of fixed income portfolios specific to the client accounts. In recognition of the value of research services and advice, fixed income transactions may be placed with such broker. EPWA will monitor fixed income transaction in accordance with its best execution policy.

Item 3 Table of Contents

Item 1 Cover Page	Page 1
Item 2 Summary of Material Changes	Page 2
Item 3 Table of Contents	Page 3
Item 4 Advisory Business	Page 4
Item 5 Fees and Compensation	Page 8
Item 6 Performance-Based Fees and Side-By-Side Management	Page 8
Item 7 Types of Clients	Page 9
Item 8 Methods of Analysis, Investment Strategies and Risk of Loss	Page 9
Item 9 Disciplinary Information	Page 11
Item 10 Other Financial Industry Activities and Affiliations	Page 11
Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	Page 11
Item 12 Brokerage Practices	Page 12
Item 13 Review of Accounts	Page 20
Item 14 Client Referrals and Other Compensation	Page 20
Item 15 Custody	Page 21
Item 16 Investment Discretion	Page 21
Item 17 Voting Client Securities	Page 22
Item 18 Financial Information	Page 22
Item 20 Additional Information	Page 23

Item 4 Advisory Business

Description of Services and Fees

EP Wealth Advisors, Inc. is organized as a corporation under the laws of the State of California. EP Wealth Advisors, Inc. has been providing investment advisory services since 2004. The company was originally formed through the merger of Premier Financial Management, LLC, founded in 1999 and Enright Financial Consultants, Inc., incorporated in 1985. Derek Holman and Brian Parker are our principal owners. We are a fee based independent investment adviser that provides wealth management services through investment management, financial planning and other services. The combination of our industry experience and research process allows our firm to provide quality advisory services which are personalized to each individual client.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

Portfolio Management Services

We provide discretionary portfolio management services and under limited circumstances non-discretionary portfolio management services tailored to meet the needs and investment objectives of our clients. If you retain our firm for portfolio management services, we will discuss with you your investment objectives, risk tolerance, and other relevant information (the "suitability information") at the beginning of our advisory relationship. We will use the suitability information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice. As part of our portfolio management services, we may utilize an appropriate model portfolio and/or we may customize an investment portfolio for you in accordance with your risk tolerance and investing objectives. Once we construct an investment portfolio for you, we will monitor your portfolio on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. In certain circumstances, we may also exercise discretion to select the broker-dealer to be used. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm or trading authorization forms. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

Upon your request, we may agree to provide advice on accounts which are not managed by our firm (e.g. 401k and 403b accounts). Such advice will only be furnished on a periodic and non-continuous basis. It will be your responsibility to act on any of the recommendations we provide and to initiate a request for each review.

The annual fee for portfolio management services is billed either quarterly in advance based on the market value of the assets under management on the last day of the preceding calendar quarter or quarterly in arrears (after the services have been provided) based on the market value of the assets under management (as described in the investment advisory agreement) on the last day of the calendar quarter adjusted pro-rata for contributions and withdrawals to the account.

Fees will be assessed pro rata in the event the investment advisory agreement is executed at any time other than the first day of a calendar quarter. Our fee is based on a percentage of assets under management and can be negotiated based on the following annualized fee schedules:

Discretionary Accounts

Assets Under Management	Maximum Annualized Fee
First \$1,000,000	1.00%
\$1,000,001 - \$2,000,000	0.95%
\$2,000,001 - \$4,000,000	0.85%
\$4,000,001 - \$5,000,000	0.75%
Above \$5,000,000	0.65%

Non-Discretionary Accounts

Assets Under Management	Maximum Annualized Fee
First \$1,000,000	1.25%
\$1,000,001 - \$2,000,000	1.20%
\$2,000,001 - \$4,000,000	1.10%
\$4,000,001 - \$5,000,000	1.00%
Above \$5,000,000	0.90%

Some of our clients may pay a flat percentage based fee and/or different fees than the fee stated above. At our discretion, we may combine the account values of family members to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in you paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy.

You may terminate the investment advisory agreement upon written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Financial Planning and Consulting Services

We provide financial planning and consulting services which may address subjects, including but not limited to, cash flow, wealth management/transfer strategies, estate planning, risk assessment, executive benefits and business succession/planning, children's education, 1031 tax exchanges, real estate/mortgages and retirement planning, family planning, insurance, tax planning, and investments. If you retain our firm for financial planning and consulting services, we will gather information about your

financial circumstances, objectives and other relevant data. Once such information has been reviewed and analyzed, a written financial plan may be produced and presented to you and/or we may provide consultations with general or specific recommendations, which may be given orally.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. You should also be aware that our financial plans may contain certain assumptions with respect to interest and inflation rates, along with past trends and performance of the market and economy. Past performance is in no way an indication of future performance. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

We charge a fixed fee ranging up to \$30,000 annually or an hourly fee of \$250 for financial planning and consulting services. Our financial planning fees are negotiable and depend on the scope and complexity of the plan, your situation, and your financial objectives. An estimate of the total cost will be determined at the start of the advisory relationship. In limited circumstances, the cost could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee which may be billed at a negotiable hourly rate of \$250. For our hourly financial planning and consulting service, you will pay EPWA an hourly rate of \$250, payable monthly in arrears. For our fixed fee financial planning and consulting services, we require that fees be payable Three (3) Months in advance. Clients agree to make each payment within ten (10) days' receipt of an invoice from EPWA. In the event of termination, the three-month fee shall be pro-rated to the date of termination. Any unearned fees that have been prepaid at the date of termination will be refunded.

You may terminate the financial planning agreement upon written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement. If you have pre-paid fees that we have not yet earned, you will receive a prorated refund of those fees.

In our sole discretion, we may waive or offset financial planning fees. This decision may be based on such factors as the scope and complexity of the services provided, whether the client has met our general account minimum and/or whether you choose to implement the advice through our portfolio management services as described above or by purchasing an insurance product. You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan by purchasing any insurance products recommended through associated persons of our firm, in their capacity as insurance agents, through EPWA Insurance Solutions or through our portfolio management services.

Retirement Plan Advisory Services

Our firm also provides advisory services as a fiduciary under Section 3(21) of ERISA to qualified retirement plans. Such services are limited to an initial evaluation and recommendation of funds to include as investment options for the plan, annual meetings with the plan sponsor to review funds held by the plan.. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor. Our firm also provides annual educational meetings with plan sponsors.

We charge an annual fee of up to .75% of the value of plan assets, which is billed, monthly in arrears based on the value of the plan's account on the last day of the month. Other fee paying arrangements may be made. For example, in some circumstances, fees may be billed quarterly and/or in advance. You can pay the fee directly to us, authorization to deduct the fees can be granted to the assigned Record-Keeper/Third Party Administrator, or we can deduct our fee from the plan's account through the qualified custodian holding the plan's funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from the

plan's account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from the plan's account. You should review all statements for accuracy.

You may terminate the advisory agreement upon written notice to our firm. The advisory fees will be prorated for the quarter in which the termination notice is given.

Selection of Other Advisers

As part of our investment advisory services, we may recommend that you use the services of a third party investment adviser ("TPA") to manage a portion of your investment portfolio. After gathering information about your financial situation and objectives, we may recommend that you engage a specific TPA or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the TPA's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. We will monitor the TPA(s)' performance at least quarterly to ensure its management and investment style remains aligned with your investment goals and objectives.

We generally include the assets managed by the TPA in calculating our advisory fee based on the fee schedule stated above. The advisory fee you pay to the TPA is established and payable in accordance with the disclosure brochure provided by each TPA to whom you are referred. These fees may or may not be negotiable.

You will be required to sign an agreement directly with the recommended TPA(s). You may terminate your advisory relationship with the TPA according to the terms of your agreement with the TPA. You should review each TPA's disclosure brochure for specific information on how you may terminate your advisory relationship with the TPA and how you may receive a refund, if applicable. You should contact the TPA directly for questions regarding your advisory agreement with the TPA. In certain cases, we may have discretion to hire and fire the TPA and/or re-allocate assets amongst TPAs.

In some circumstances we may share in fees charged by a TPA which manages a client's entire portfolio. In these circumstances, the fees are generally set by the TPA, however we may have the ability to negotiate with the TPA the portion of the fee which we receive. In these circumstances, our compensation may differ depending upon the individual agreement we have with each TPA and we may have an incentive to recommend one TPA over another TPA with whom we have less favorable compensation arrangements or other advisory programs offered by TPAs with which we have no compensation arrangements. Any fee which we may receive from the TPA will be disclosed to you in additional documents provided to you when you hire the TPA. You should review the recommended TPA's disclosure brochure and take into consideration the TPA's fees along with our fees, as applicable, to determine the total amount of fees associated with this program.

Types of Investments

We primarily offer advice on investment company securities (mutual funds) and equity securities. We may also advise you on exchange traded funds, corporate debt securities, commercial paper, certificates of deposit, municipal securities, and U.S. Government securities.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

Assets Under Management

As of December 31, 2013, we manage \$1,615,980,000 in client assets of which \$117,980,000 is on a discretionary basis, and \$1,498,000,000 in client assets on a non-discretionary basis.

Item 5 Fees and Compensation

Please refer to the *Advisory Business* section in this Brochure for information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer/custodian through whom your account transactions are executed. In addition, you may also be charged fees by the sponsors of variable annuities which we may recommend to clients. Our firm does not share in any portion of the brokerage fees/transaction charges imposed by broker-dealers/ custodians or fees charged by variable annuity sponsors. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others.

Compensation for the Sale of Securities or Other Investment Products

Insurance

In addition, some Investment Adviser Representatives of our firm are also licensed as independent insurance agents with various insurance agencies and can sell insurance products (i.e. life, health, and long term care products) and earn commissions. Our firm d/b/a EPWA Insurance Solutions is also a licensed insurance producer and may also receive commissions from the sale of insurance products. Insurance commissions earned are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Any material conflicts of interest between you and our firm, or our employees are disclosed in this Disclosure Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Disclosure Brochure.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account.

Item 7 Types of Clients

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

In general, we require a minimum of \$500,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

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

Our Methods of Analysis and Investment Strategies

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- **Charting and Technical Analysis** - Charting analysis involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends. Technical Analysis involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks. The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.
- **Fundamental Analysis** - Fundamental analysis involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience, and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.
- **Cyclical Analysis** - Cyclical analysis is a type of technical analysis that involves evaluating recurring price patterns and trends based upon business cycles. Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.
- **Long Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- **Short Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short term price fluctuations.
- **Margin Transactions** - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- **Options Trading/Writing** - a securities transaction that involves buying or selling (writing) an option. If you write an option, and the buyer exercises the option, you are obligated to purchase or deliver a specified number of shares at a specified price at the expiration of the option.

regardless of the market value of the security at expiration of the option. Buying an option gives you the right to purchase or sell a specified number of shares at a specified price until the date of expiration of the option regardless of the market value of the security at expiration of the option. The trading of options may be highly speculative and may entail more risk than those present when investing in other types of securities. Prices of options are generally more volatile than prices of other types of securities. When trading in options, you may run the risk of losing the entire investment in a relatively short period of time. In more risky options strategies, an investor could theoretically have an unlimited risk of loss.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your defined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

We may use short-term trading (in general, selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s). Short-term trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Unless advised otherwise, the custodian will default to average cost for the cost basis for mutual fund transactions and the FIFO (First In First Out) accounting method as the method for calculating the cost basis of all other investments. You are responsible for determining if this accounting method is the right choice for you. If you believe another accounting method is more advantageous, please provide written notice to our firm at or before the time your custodial account is opened and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

As disclosed under the *Advisory Business* section in this Brochure, we primarily recommend no load mutual funds and equity securities.

Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than

balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns.

There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to: the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, more well established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Item 9 Disciplinary Information

Neither our firm nor any management persons has any reportable disciplinary information.

Item 10 Other Financial Industry Activities and Affiliations

Insurance Arrangements

Our firm, doing business as EPWA Insurance Solutions, is a licensed insurance producer and will earn commission-based compensation for selling insurance products. Insurance commissions earned are separate from our advisory fees. Please see the *Fees and Compensation* section in this Brochure for more information on the compensation received by our firm and insurance agents who are affiliated with our firm.

Recommendation of Other Advisers

From time to time, we may recommend that you use a third party adviser ("TPA") based on your needs and suitability. In rare circumstances, we may share in the advisory fee you pay directly to the TPA. In those circumstances, our compensation may differ depending upon the individual agreement we have with each TPA. These compensation arrangements present a conflict of interest because we may have a financial incentive to recommend the services of the third party adviser. You are not obligated, contractually or otherwise, to use the services of any TPA we recommend.

Annuities

In some cases, we may recommend that clients purchase no load annuities. We do not receive any compensation in connection with this recommendation, however we may provide portfolio management services to the annuity sub-account for fees as discussed above. We recommend that client's consider purchasing annuities through companies which are affiliated with and/or have a relationship with custodians which we utilize for securities transactions. We believe these companies offer annuities which are competitive in the market, however there may be other companies which offer annuities with lower internal fees. You are under no obligation to purchase any annuity, including through companies which we recommend.

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

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties

of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting the Compliance Department at 310-543-4559.

Participation or Interest in Client Transactions

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this Brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("block trading"). Please refer to the "Brokerage Practices" section in this Brochure for information on our block trading practices.

A potential conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our firm policy that we shall not have priority over your account in the purchase or sale of securities.

Item 12 Brokerage Practices

We generally require you to use the brokerage and custodial services of one or more of the following: Schwab Institutional division of Charles Schwab & Co., Inc. ("Schwab"), TD Ameritrade Institutional Services, a division of TD Ameritrade, Inc., member FINRA/SIPC/NFA ("TD Ameritrade"), or Fidelity Brokerage Services LLC ("Fidelity"), Member NYSE/SIPC, among others.

We may require that clients in need of brokerage and custodial services utilize Charles Schwab & Co., Inc. (Schwab), registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we may require that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. Even though your account is maintained at Schwab, we can still use other brokers to execute trades for your account as described below (see "*Your Brokerage and Custody Costs*").

Your Brokerage and Custody Costs

The account custodians generally do not charge you separately for custody services but they are compensated by charging you commissions or other fees on trades that they execute or that settle into your account(s). The custodian commission rates applicable to our client accounts were negotiated based on the condition that our clients collectively maintain a predetermined asset total in accounts with each individual custodian. This commitment benefits you because the overall commission rates you pay are lower than they would be otherwise. In addition to commissions, the account custodians charge you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into the account maintained with that custodian. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we execute most trades for your account with your account custodian. We have determined that having your account custodian execute most trades is consistent with our duty to seek "best execution" of your trades.

Products and Services Available to Us From Schwab

Schwab Advisor Services (formerly called Schwab Institutional) is Schwab's business serving independent investment advisory firms like us. They provide us and our clients with access to its institutional brokerage - trading, custody, reporting, and related services - many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services generally are available on an unsolicited basis (we don't have to request them) and at no charge to us as long as our clients collectively maintain a total of at least \$10 million of their assets in accounts at Schwab. If our clients collectively have less than \$10 million in assets at Schwab, Schwab may charge us quarterly service fees of \$1,200. Following is a more detailed description of Schwab's support services:

Services That Benefit You. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services That May Not Directly Benefit You. Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting services that generally benefit only us.

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide us with other benefits, such as occasional business entertainment of our personnel.

Our Interest in Schwab's Services

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services so long as our clients collectively keep a total of at least \$10 million of their assets in accounts at Schwab. Beyond that, these services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The \$10 million minimum may give us an incentive to require that you maintain your account with Schwab, based on our interest in receiving Schwab's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services and not Schwab's services that benefit only us. Based on the amount of assets under management, we do not believe that requiring our clients to collectively maintain at least \$10 million of those assets at Schwab in order to avoid paying Schwab quarterly service fees presents a material conflict of interest.

Schwab provides us with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. These services are not otherwise contingent upon us committing to Schwab any specific amount of business (assets in custody or trading commissions). Schwab's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For our client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab Advisor Services also makes available to us other products and services that benefit us but may not directly benefit our clients' accounts. Many of these products and services may be used to service all or some substantial number of our accounts, including accounts not maintained at Schwab.

Schwab's products and services that assist us in managing and administering your' accounts include software and other technology that (i) provide access to your account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of our fees from your account; and (v) assist with back-office functions, recordkeeping and client reporting.

Schwab Advisor Services also offers other services intended to help us manage and further develop our business enterprise. These services may include: (i) compliance, legal and business consulting; (ii) publications and conferences on practice management and business succession; and (iii) access to employee benefits providers, human capital consultants and insurance providers. Schwab may make available, arrange and/or pay third-party vendors for the types of services rendered to us. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to us. Schwab Advisor Services may also provide other benefits such as educational events or occasional business entertainment to us.

As a fiduciary, our firm and our Associated Persons endeavor to act in the best interests of our clients. However, our requirement that our clients maintain their assets in accounts at Schwab, may be based in part on benefits provided to us by the availability of some of the foregoing products and services and not solely on the nature, cost, or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

Brian Parker, Managing Director, serves on the Schwab Advisor Services Advisory Board (the "Board"). As described above under this Item 12, we may require that clients establish brokerage accounts with Charles Schwab & Co., Inc. ("Schwab") to maintain custody of the clients' assets and effect trades for their accounts. The Board consists of approximately 20 representatives of independent investment advisory firms who have been invited by Schwab management to participate in meetings and discussions of Schwab Advisor Services' services for independent investment advisory firms and their clients. Board members serve for three-year terms. Mr. Parker's term ends March 2015. Board members enter nondisclosure agreements with Schwab under which they agree not to disclose confidential information shared with them. This information generally does not include material nonpublic information about the Charles Schwab Corporation, whose common stock is listed for trading on the New York Stock Exchange and the NASDAQ stock market (symbol SCHW). The Board meets in person approximately twice per year and has periodic conference calls scheduled as needed. Board members are not compensated by Schwab for their service, but Schwab does pay for or reimburse Board members' travel, lodging, meals and other incidental expenses incurred in attending Board meetings.

You may be charged transaction fees involved when purchasing or selling securities through the selected broker-dealer/custodian. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer/custodian. Additionally the commission/transaction fees charged by the broker-dealer/custodian may be higher or lower than those charged by other broker-dealer/custodians.

We participate in the TD Ameritrade Institutional Program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade") member FINRA/SIPC /NFA. TD Ameritrade is an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers independent investment advisers services, which include custody of securities, trade execution, clearance, and settlement of transactions. We receive some benefits from TD Ameritrade through its participation in the program. Our firm and/or Associated Persons may receive benefits such as assistance with conferences and educational meetings from product sponsors.

As disclosed above, we participate in TD Ameritrade's institutional customer program and may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to clients, although we receive economic benefits through our participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; 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 mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by TD Ameritrade through the program may benefit us but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits we receive through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, our firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by our firm or its related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

EPWA has an arrangement with National Financial Services LLC, and Fidelity Brokerage Services LLC (together with all affiliates, "Fidelity") through which Fidelity provides EPWA with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like EPWA in conducting business and in serving the best interests of their clients but that may benefit EPWA. Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity enables EPWA to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers. As part of the arrangement, Fidelity also may make available, at no additional charge, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies, as selected by EPWA. Without this arrangement, EPWA might be compelled to purchase the same or similar services at its own expense.

As a result of receiving such services for no additional cost, EPWA may have an incentive to continue to use or expand the use of Fidelity's services. EPWA examined this potential conflict of interest when it chose to enter into the relationship with Fidelity and has determined that the relationship is in the best interests of its clients and satisfies its client obligations, including its duty to seek best execution. A client may pay a commission that is higher than another qualified broker-dealer might charge to effect

the same transaction where EPWA determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although EPWA will seek competitive rates, to the benefit of all clients, it may not necessarily obtain the lowest possible commission rates for specific client account transactions. Although the investment research products and services that may be obtained by EPWA will generally be used to service all EPWA clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account.

EPWA and Fidelity are not affiliates, and no broker-dealer affiliated with EPWA is involved in the relationship between EPWA and Fidelity.

For individual fixed income transactions, we may utilize the services of an outside firm in the form of a "Trade Away", these brokers may provide us with research and other advice on the structuring of fixed income portfolios specific to the client accounts. In recognition of the value of research services and advice, fixed income transactions may be placed with such broker. EPWA will monitor fixed income transaction in accordance with its best execution policy.

We believe that the broker-dealer/custodians we use provide quality services at competitive rates. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by broker-dealer/custodian, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services broker-dealers/custodians provide, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Brokerage for Client Referrals

Our firm receives client referrals from Schwab through our participation in the Schwab Advisor Network ("the Service"). The Service is designed to help investors find an independent investment adviser. Schwab is an independent broker/dealer that is not affiliated with our firm. Schwab does not supervise our advisory activities and has no responsibility for our firm's management of our clients' portfolios or other advice or services. We pay Schwab fees to receive client referrals through the Service. Our participation in the Service may raise potential conflicts of interest as described below.

We pay Schwab a "Participation Fee" on all referred clients' accounts that are maintained in custody at Schwab and we pay a "Non-Schwab Custody Fee" on all referred accounts that are maintained at, or transferred to, another custodian. The Participation Fee paid by our firm is a percentage of the fees our client owes to us or a percentage of the value of the assets in our client's account, subject to a minimum Participation Fee. Our firm pays Schwab the Participation Fee for as long as the referred client's account remains in custody at Schwab. The Participation Fee is billed to us quarterly and may be increased, decreased or waived by Schwab from time to time. The Participation Fee is paid by our firm and not by our client. We have agreed not to charge higher fees to clients referred through the Service than we charge clients with similar portfolios who were not referred through the Service.

The Non-Schwab Custody Fee is paid by our firm if custody of a referred client's account is not maintained by, or assets in the account are transferred from, Schwab. This fee does not apply if our client was solely responsible for the decision not to maintain custody at Schwab. The Non-Schwab Custody Fee is a one-time payment equal to a percentage of the assets placed with a custodian other

than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees that our firm would generally pay in a single year. Thus, we have an incentive to require that our client accounts be held in custody at Schwab.

The Participation Fee and the Non-Schwab Custody Fee will be based on assets in our clients' accounts who were referred by Schwab and those referred clients' family members living in the same household. Thus, we have an additional incentive to encourage household members of our clients referred through the Service to use Schwab to maintain custody of their accounts, execute transactions, and debit our advisory fees directly from their accounts.

For our client accounts maintained in custody at Schwab, Schwab will not charge our client separately for custody but will receive commissions or other transactions-related compensation on securities trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commissions on trades it executes) for clearance and settlement of trades executed through broker/dealers other than Schwab. Schwab's fees for trades executed at other broker/dealers are in addition to the other broker/dealer's fees. Thus, we may have an incentive to cause trades to be executed through Schwab rather than another broker/dealer. Our firm, nevertheless, acknowledges its duty to seek best execution of trades for our client accounts.

Trades for client accounts in custody at Schwab may be executed through a different broker/dealer than trades for our other clients. Thus, trades for accounts custodied at Schwab may be executed at different times and different prices than trades for other accounts that are executed at other broker/dealers.

Our firm may receive client referrals from TD Ameritrade through its participation in TD Ameritrade's AdvisorDirect (the "referral program"). In addition to meeting the minimum eligibility criteria for participation in AdvisorDirect, we may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, our client accounts maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with our firm and there is no employee or agency relationship between them. TD Ameritrade has established the referral program as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise our firm and has no responsibility for our management of client portfolios or other advice or services. We pay TD Ameritrade an on-going fee for each successful client referral. This fee is usually a percentage (not to exceed 25%) of the advisory fee that our client pays to us ("Solicitation Fee"). We will also pay TD Ameritrade the Solicitation Fee on advisory fees received from any of the referred client's immediate family members, including a spouse, child or any other family member who resides with the referred client and hired our firm on the recommendation of the referred client. We will not charge AdvisorDirect referred clients higher fees than our standard fee schedule offered to all our clients or otherwise pass along Solicitation Fees paid to TD Ameritrade. For information regarding additional fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form.

Our participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade. Consequently, in order to obtain client referrals from TD Ameritrade, we have an incentive to recommend client assets under management by our firm be held in custody, and transactions placed, with TD Ameritrade. In addition, we have agreed not to solicit clients referred to us through AdvisorDirect to transfer their

accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when our fiduciary duties require us to do so. Our participation in AdvisorDirect does not diminish our duty to seek best execution of trades for our clients' accounts.

Overall, our procedures governing directing brokerage in exchange for client referrals mandates that we consider disproportionate commissions generated as a result of such arrangements and exclude consideration of fees generated by referred clients in our periodic evaluation of best execution.

Our firm serves on the TD Ameritrade AdvisorDirect Leadership Council ("Council"). The Council meets in person on average one or two times per year and conducts periodic conference calls on an as needed basis. Investment advisors are appointed to serve on the Council for two year terms by TDA Institutional senior management. An investment advisor may serve longer than two years if appointed to additional terms by TDA Institutional senior management. At times, Council members are provided confidential information about TDA Institutional initiatives. Council members are required to sign confidentiality agreements.

Sheryl Ray, an Associated Person of our firm, serves on the TD Ameritrade Institutional Operations Panel ("Panel"). The Panel consists of approximately twenty-four independent investment advisors that advise TD Ameritrade Institutional ("TDA Institutional") on issues relevant to the independent advisor community. The Panel meets in person on average three to four times per year and conducts periodic conference calls on an as needed basis. Investment advisors are appointed to serve on the Panel for two-year terms by TD Ameritrade. An investment advisor may serve longer than two years if appointed to additional terms by TD Ameritrade senior management. At times, Panel members are provided confidential information about TD Ameritrade initiatives. Panel members are required to sign confidentiality agreements.

TD Ameritrade does not compensate Council and Panel members. However, TD Ameritrade pays or reimburses us for the travel, lodging and meal expenses we incur in attending Council and Panel meetings. The benefits received by our firm or its personnel by serving on the Council and Panel do not depend on the amount of brokerage transactions directed to TD Ameritrade. Our clients should be aware, however, that the economic benefits that our firm or its related persons receives, in and of itself creates a potential conflict of interest and may indirectly influence our recommendation of TD Ameritrade for custody and brokerage services.

Directed Brokerage

In certain circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you should understand that this might prevent our firm from aggregating trades with other client accounts. This practice may also prevent our firm from obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

Block Trades

Discretionary Accounts

From time to time, we may combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion, regarding particular circumstances and market conditions, when we combine orders, each participating account pays an average price per share for all transactions plus transaction fees.

Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment. In certain cases, such as non-discretionary, concentrated position, low cost basis, dollar cost averaging or other extenuating circumstances; some accounts may not be included in block trading, and, therefore, likely traded after block traded accounts. The removal of an account from block trading occurs at our discretion and only to the extent that we feel it in the client's best interest.

Non-discretionary Accounts

Generally, non-discretionary accounts are traded after discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than clients who enter into discretionary arrangements with our firm.

Item 13 Review of Accounts

The investment adviser representative assigned to your managed account and/or a designated portfolio manager will monitor your investments on an ongoing basis and re-balance your portfolio(s) periodically. In addition, we will conduct internal account reviews when we periodically re-balance your portfolio to ensure that the advisory services provided to you are consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- changes in your financial circumstances;
- contributions and withdrawals;
- year-end tax planning;
- market moving events;
- security specific events; and/or,
- changes in your risk/return objectives.

We will provide our managed account clients with quarterly performance evaluation reports. In addition, you will receive trade confirmations and monthly or quarterly statements from your account custodian(s), and annual tax reporting statements.

If you are a financial planning client, the investment adviser representative assigned to you will update your financial plan periodically upon your request. Updates to the financial plan may be subject to our then current hourly rate.

Item 14 Client Referrals and Other Compensation

As disclosed under the *Fees and Compensation* section in this Brochure, some associated persons providing investment advice on behalf of our firm are also licensed insurance agents with various insurance agencies. For information on the conflicts of interest this presents, please refer to the *Fees and Compensation* section.

We directly compensate non-employee (outside) consultants, individuals, and/or entities ("solicitors") for client referrals. In order to receive a cash referral fee from our firm, the solicitor must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a solicitor, you should have received a copy of this Disclosure Brochure along with a solicitor's Disclosure Statement at the time of the referral. If you become a client, the person that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client

with our firm or until the solicitor's agreement is terminated. You will not pay additional fees because of this referral arrangement. Referral fees paid to the solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, the person making the referral has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We request that our solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.

We have also entered into contractual arrangements with some employees under which the employee receives compensation from our firm for the establishment of new client relationships. Employees who refer clients to our firm must comply with the requirements of the jurisdictions where they operate. You will not be charged additional fees based on this compensation arrangement.

In addition, we also compensate broker-dealers custodians for referring clients to us. We also recommend these broker-dealers to you for brokerage and custodial services which we may require you to use. Please see the section above entitled Brokerage for Client Referrals for further information.

Please refer to the Brokerage Practices section above for disclosures on research and other benefits we may receive resulting from our relationships with broker-dealers/custodians.

Item 15 Custody

We may directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your account(s) causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact the Compliance Department at 310-543-4559.

Item 16 Investment Discretion

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. For fixed income transactions, we may also exercise discretion to select the broker-dealer to be used and in those circumstances an additional fee may be charged to the client by the broker.

You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or

restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the Advisory Business section in this Brochure for more information on our discretionary management services.

If you choose to enter into a non-discretionary arrangement with our firm, we will obtain your approval prior to the execution of any transactions for your account(s).

Item 17 Voting Client Securities

Proxy Voting

Discretionary Accounts

For discretionary accounts who choose to use our proxy voting services, our firm utilizes the services of a third-party, independent proxy voting service, Broadridge Financial Solutions, Inc. ("Broadridge") to vote client proxies. In order for our firm to vote proxies, clients must first complete necessary paperwork with the custodian of the client's account. If you choose to utilize our proxy voting services, we do not accept direction from you on voting any proxy. In the event you wish to direct proxy voting on any security, you will need to complete the required proxy voting authorizing paperwork with the custodian of your account and it shall then be your responsibility to vote all proxies.

Our proxy voting practices follow the methodology established by Glass Lewis & Co LLC ("Glass Lewis"). Broadly stated, Glass Lewis' methodology is designed to increase investor's potential financial gain through the use of the shareholder vote while also allowing management and the board discretion to direct the operations, including governance and compensation, of the firm. All proxies are voted directly by Broadridge in a manner that is consistent with its policies, which are determined on an issue by company basis. A full copy of Broadridge's policy and/or our firm's proxy voting record is available upon request by contacting the Compliance Department at 310-543-4559.

Non-discretionary Accounts

For non-discretionary accounts, we do not take action nor render advice on how to vote proxies solicited by the issuers of securities in which your assets may be invested and we will not vote proxies on behalf of your accounts.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward you any electronic solicitation to vote proxies.

Corporate Actions

Discretionary Accounts

For discretionary accounts who wish to have our firm vote corporate actions, clients must complete the necessary paperwork with the custodian of the client's account. Corporate action votes are cast by our Portfolio Management team.

Non-discretionary Accounts

For non-discretionary accounts, we do not take action nor render advice on how to vote corporate actions. Non-discretionary accounts will be responsible for voting corporate actions themselves.

Item 18 Financial Information

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1,200 in fees and six or more months in advance, or

- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

Item 20 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact the Compliance Department at 310-543-4559 if you have any questions regarding this policy.

Trade Errors

From time-to-time we may make an error in submitting a trade order on your behalf. In these situations, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

For accounts custodied at Schwab, if a profit results from the correcting trade, the profit will remain in your account unless the same error involved other client account(s) that should have received the gain, it is not permissible for you to retain the gain, or we confer with you and you decide to forego the gain (e.g., due to tax reasons).

If the profit does not remain in your account and Schwab is the custodian, Schwab donates gains of \$100 or more to charity. If a loss occurs greater than \$100, our firm will pay for the loss. Schwab may retain gains of \$100 or less, if they are not kept in your account, to offset administrative expenses. Generally, if related trade errors result in both gains and losses in your account, they may be netted.

For accounts custodied at TD Ameritrade, as of April 1, 2014, if a profit results from correcting the trade, you will not retain the profit as all net gains (positive error accounts balances resulting from trade corrections) will be moved to a TD Ameritrade error account and subsequently donated to charity.

For accounts custodied at Fidelity, if a profit results from correcting the trade, you will not retain the profit as the profit will remain in our firm's trade error account and will be used to offset other trade error losses.

For other custodians we recommend, profits from trade errors may remain in our trade error account, may be retained by the particular custodian or allocated in accordance with the custodian's policies. In such circumstances, you would not retain any trade error profits.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.