

# MULHOLLAND

## WEALTH ADVISORS

### **FIRM BROCHURE** (Part 2A of Form ADV)

**December 15, 2015**

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**Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of Mulholland Wealth Advisors, LLC. If you have any questions about the contents of this Brochure, please contact Mulholland at (310) 693-5375. 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 Mulholland Wealth Advisors, LLC is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **ITEM 1: COVER PAGE**

Please refer to previous page.

## **ITEM 2: MATERIAL CHANGES**

This Brochure is dated December 15, 2015. This Brochure will be updated annually or when material changes occur since the previous release of Mulholland Wealth Advisors, LLC's ("Mulholland") Brochure. This version of our Brochure dated December 15, 2015 is our initial brochure filing.

There were no material changes made to the Brochure as this is Mulholland's first filing.

Pursuant to new SEC rules, Mulholland will ensure that clients receive a summary of any materials changes to this Brochure, along with an offer to provide a full copy of this Brochure upon request, within 120 days of the close of Mulholland's fiscal year. Additionally, as the Firm experiences material changes in the future, we will send clients a summary of our "Material Changes" under separate cover, along with the same offer. For more information about Mulholland, please call (310) 693-5375.

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## Item 4: Advisory Business

### **A. Description of Firm**

Mulholland Wealth Advisors, LLC (“Mulholland”, the “Firm” “we”, “us” or “our”) is a Los Angeles, California based investment advisory firm. As discussed below, Mulholland provides discretionary investment advice to certain individuals, high net worth individuals, pension and profit sharing plans, trusts, estates, and corporations.

Listed below are Mulholland’s principal shareholders (i.e. those individuals or entities controlling 25% or more of this company): Redwood Investment Management, LLC.

### **B. Types of Advisory Services Offered**

#### **Investment Management**

Mulholland provides discretionary investment advice to certain individuals, high net worth individuals, pension and profit sharing plans, trusts, estates, and corporations that have entered into an investment management agreement with Mulholland. Mulholland may also manage client sub-accounts contained within a variable annuity/life product owned by an individual client.

Under discretionary management, Mulholland will determine the securities to be bought or sold in accounts and may make changes to the asset allocation or specific securities selected, without prior consultation with the client. Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice regarding the following securities: exchange listed securities, mutual funds and exchange-traded funds (“ETFs”). The investment advice provided is variable depending on the individual goals, objectives, time horizon, and risk tolerance of each client and in accordance with a written investment management agreement and Client Profile.

Mulholland will monitor client performance in accordance with the Client Profile on an ongoing basis.

### **C. Advisory Agreements and Client Needs**

Mulholland and the client will enter into a discretionary investment management agreement. The advisory relationship will continue until terminated by the client or Mulholland in accordance with the provisions of the agreement. Clients may impose reasonable restrictions on their account. Each client assumes responsibility for informing the Firm in writing of any restriction or changes to these restrictions or to their overall investment objectives. Risk tolerance levels will be documented in the Client Profile maintained by the Firm. Mulholland does not and will not assume any responsibility for the accuracy of the information provided by the client. Mulholland reserves the right to not accept and/or terminate management of a client’s account if it feels that the client-imposed restrictions would limit or prevent Mulholland from meeting and/or maintaining the account’s overall investment strategy.

An agreement for an individually managed account may be terminated at any time, by either party, and for any reason, upon written notice (or telephone/verbal notice, in Mulholland’s sole discretion). Upon receipt of notice of termination of any account, Mulholland will commence the process of liquidating and terminating such account, which generally will be completed within five (5) days, but in some cases the process may take longer. Upon termination, any prepaid, unearned fees will be promptly refunded, less any actual costs the Firm incurs upon termination, and any earned, unpaid fees will be due and payable. Importantly, Mulholland will not refund prepaid or unearned fees if it is of a de minimis amount (less than \$25). Additionally, if the client requests the account to be transferred in-kind to another custodian, the client will be responsible for any additional custodial transfer fee. The client will also be responsible for any closure fee charged by the custodian.

#### **Mulholland and Client Process**

Prior to entering into an investment management agreement with Mulholland, a client should carefully consider:

1. Committing to management only those assets that the client believes will not be needed for current purposes and that can be invested on a long-term basis;
2. That over time the client's assets may fluctuate and at any time be worth more or less than the amount invested;
3. Because market cycles unfold over many months or years, Mulholland's philosophy is designed for investors who practice patience with a time horizon of 5-7 years (e.g. a typical full market cycle).

**D. Mulholland does not participate in wrap fee programs.**

**E. Amount of Client Assets Managed as of December 15, 2015**

The following represents the amount of client assets under management by Mulholland on a discretionary basis:

Type of Account	Assets Under Management ("AUM")
Discretionary	\$0.00
Non-Discretionary	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>

**ITEM 5: FEES AND COMPENSATION**

Below is information on the fees paid to Mulholland for the various arrangements listed in Item 4 above.

**A. Advisory Fees**

Mulholland provides investment advice on a *fee-only* basis. Mulholland generally charges 1.85% annual management fee. The actual management fee charged to each client by Mulholland will be outlined in the written investment management agreement entered into between Mulholland and the client. Our fee schedule is based on the total household account value. A minimum of \$200,000 of assets under management will generally be required to open an account with Mulholland.

All advisory fees are negotiable in the sole discretion of Mulholland. Mulholland may, from time to time, vary or waive investment management fees in its sole discretion. Clients should understand that lower fees for comparable services may be available from other investment advisory firms.

Advisory fees are billed in advance at the beginning of each calendar quarter and are based on the total market value of the client's account from the last day of the previous quarter end. Should a client open an account, or add money, midway through a quarter, a prorated fee is charged from the date of the contribution through the quarter end at the beginning of the following quarter. Should a client close an account midway through a quarter, a prorated fee is promptly debited back to the client from the date of the withdrawal through the quarter end. Should a client withdraw money midway through a quarter, a prorated fee is debited back to the client from the date of the withdrawal through the quarter end at the beginning of the following quarter. Upon termination of an account, Mulholland will not refund prepaid or unearned fees if it is of a de minimis amount (less than \$25).

Payment of Mulholland's fees will be deducted from each client's account on a quarterly basis by their custodian and paid directly to Mulholland, unless otherwise directed in writing by a client. The consent for deduction of fees is contained in the written agreement the client enters into with Mulholland.

The custodian will deliver a monthly/quarterly account statement directly to the client, which will include all transactions that took place in the account during the period covered and reflect any fees deducted and paid to Mulholland. Clients should review the fees charged to their account(s) to fully understand the total amount of all fees charged. Clients are encouraged to review their account statements for accuracy and compare to any reports received by Mulholland.

## **B. Other Fees and Important Considerations**

All management fees paid to Mulholland for the services it provides to clients are separate and distinct from the fees and expenses charged by third parties. These separate fees and expenses include, but are not limited to, custodial fees, execution costs, and underlying ETF and mutual fund fees and expenses. Client assets may also be subject to transaction fees, retirement plan administration fees (if applicable), trustee fees, 12b-1 fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. For mutual funds and exchange-traded funds, a client may be charged internal management fees, distribution fees, redemption fees and other expenses, which are fully described in the applicable fund's prospectus. On occasion, Mulholland may purchase a mutual fund for client accounts that has a short-term redemption fee. If Mulholland or the client sells that fund during the specified redemption period, the sale will result in a fee that is deducted from the sale proceeds.

Clients should review the fees charged to their account(s) to fully understand the total amount of all fees charged. Clients should understand that lower fees for comparable services may be available from other investment advisory firms.

In accordance with Rule 204-3 under the Investment Advisers Act of 1940, as amended ("Advisers Act"), Mulholland will provide a current copy of Form ADV Part 2A and relevant brochure supplements to each client or prospective client prior to or the same time as the execution of a written investment management agreement with Mulholland. After that, the written agreement between Mulholland and the client will continue in effect until terminated by either party pursuant to the terms of the agreement and fees will be due or refunded, as applicable.

Neither Mulholland nor the client may assign the written investment management agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of Mulholland shall not be considered an assignment. Please see Item 12 for more information on Brokerage Practices.

Mulholland reserves the right to waive or reduce the account minimums, management fee and/or performance fee with respect to any client, including but not limited to accounts for Mulholland employees and/or family members. In addition, Mulholland may negotiate fees with future clients and/or investors that are different than the fees discussed herein. Some of the factors relevant to charging different fees to those fees stated herein are: account size, the investment strategy and the nature of the relationship between the potential client and Mulholland.

## **ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

Mulholland does not charge performance-based fees (i.e., fees calculated based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client). Additionally, Mulholland does not engage in side-by-side management of accounts.

## **ITEM 7: TYPES OF CLIENTS**

Mulholland provides investment management services for individuals, pension and profit sharing plans, trusts, estates, and corporations. Mulholland generally requires a minimum of \$200,000 of assets under management for an individual account. Clients may impose reasonable restrictions on their account. Mulholland reserves the right to not accept and/or terminate management of a client's account if it feels that the client imposed restrictions would limit or prevent it from meeting and/or maintaining the account's overall investment strategy.

If a client's account is a pension or other employee benefit plan governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Mulholland may be a fiduciary to the plan. In providing investment management services, the sole standard of care imposed upon Mulholland is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Mulholland will provide certain required disclosures to the "responsible plan fiduciary" (as such term is defined in ERISA) in accordance with Section 408(b)(2), regarding the services Mulholland provides and the direct and indirect compensation Mulholland receives by such clients. Generally,

these disclosures are contained in this Form ADV Part 2A, the client agreement and/or in separate ERISA disclosure documents, and are designed to enable the ERISA plan's fiduciary to: (1) determine the reasonableness of all compensation received by Ascension; (2) identify any potential conflicts of interests; and (3) satisfy reporting and disclosure requirements to plan participants.

## **ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### **A. Methods of Analysis and Investment Strategies**

Mulholland assists clients in defining their investment objectives for those assets placed within the Firm's management. On a discretionary basis, the Firm then develops an appropriate portfolio of investments for the client's account, selecting specific investments that are consistent with the client's investment objectives. Thereafter, the Firm monitors the client's investments, making changes in the client's specific investments or portfolio composition as deemed appropriate.

When Mulholland is constructing a client portfolio, it considers various factors, including but not limited to:

1. A strategy's projected range of returns, volatility, and drawdowns;
2. The client's investment objectives and risk tolerance;
3. Strategy fees and liquidity.

Investing in the markets involves risk of loss that each client should be prepared to bear.

### **B. Risk of Loss**

Investing in securities involves risk of loss that clients should be prepared to bear. Prior to entering into an Investment Management Agreement with Mulholland, a client should carefully consider all of the following:

1. Committing to management only those assets that the client believes will not be needed for current purposes and that can be invested on a long-term basis;
2. That volatility from investing in the markets will occur; and
3. That over time the client's assets may fluctuate and at any time be worth more or less than the amount invested.

Mulholland's investment recommendations are subject to various markets, currency, economic, political and business risks, and such investment decisions may not always be profitable. Clients should be aware that there may be a loss or depreciation to the value of the client's account, which the client should be prepared to bear. Mulholland does not represent, guarantee or imply that the services or methods of analysis employed, or any third-party manager used, can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. In addition, there is no assurance that a mutual fund, an ETF, or any security will achieve its investment objective.

The principal risks of investing in any mutual fund or ETF are market risk, diversification risk and style risk (growth investing risk and mid-cap company risk). To the extent that a mutual fund or ETF invests in foreign securities or debt securities, a fund would be subject to foreign exposure risk, interest rate risk and credit risk. A fund may invest in derivative instruments that carry derivative instruments risk. A principal risk is the risk that the value of securities may decline. Although a mutual fund or ETF may be a diversified fund, it may invest in securities of a limited number of issuers to achieve a potentially greater investment return than a fund that invests in a larger number of issuers. As a result, price movements of a single issuer's securities will have a greater impact on this fund's net asset value causing it to fluctuate more than that of a more widely diversified fund. These and other risk considerations are discussed in a fund's prospectus. Past performance of investments is no guarantee of future results.

Mutual funds reserve the right to reject purchases or delay redemptions, sometimes after the "Purchase decision" is made. These rights may affect Mulholland's efforts to manage Mulholland's risk. In addition, it is possible for the value of a mutual fund to fall (or to rise more slowly than the stock market as a whole) even when stock prices in general are rising.

Risk is involved in fund selection as well as in the timing of trades. On occasion, Mulholland may purchase a mutual fund for client accounts that has a short-term redemption fee. If Mulholland or the client sells that fund during the specified redemption period, the sale will result in a fee that is deducted directly from the client's account.

Clients entering into a management agreement with Mulholland should be aware that stock values fluctuate. Generally, their worth is based directly on the performance of the specific company. Individual stock values will also be impacted by the general movement of the stock market. Clients should be aware that when investing in stocks, the risk of significant loss exists.

Mulholland uses its best judgment and good faith efforts in providing advisory services to clients. Not every investment decision or recommendation made by Mulholland will be profitable. Investments in securities are subject to various market, currency, inflation, economic, political and business risks.

If margin is used to purchase additional securities, the total value of account assets increases, as does the asset-based fee. In addition, the account is charged margin interest on the debit balance in the account. Notably, the increased asset-based fee presents a potential conflict since there may be an incentive for Mulholland to implement the use of margin. Additionally, the use of margin increases leverage in an account and therefore increases overall risk.

## **ITEM 9: DISCIPLINARY INFORMATION**

Registered investment advisers such as Mulholland are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of Mulholland or the integrity of its management. Mulholland does not have any such legal or disciplinary events and thus has no information to disclose with respect to this Item.

## **ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

Mulholland is an affiliate of Redwood Investment Management, LLC ("Redwood"), an SEC registered investment adviser. Redwood and Mulholland share the same principal place of business and are under joint ownership and control.

Mulholland, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

There is no direct link between Mulholland's participation with the custodians listed above and the investment advice it gives to its clients. Please refer to Item 12 for further information.

## **ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

### **A. Code of Ethics Summary**

The Investment Advisers Act of 1940 imposes a fiduciary duty on all investment advisers to act in the best interest of its clients. Mulholland's clients therefore entrust the Firm to use the highest standards of integrity when dealing with their assets and making investments that impact their financial future. Mulholland's fiduciary duty compels all Mulholland associated persons (defined as owners, managers, officers, independent contractors, and associated persons) to act with integrity in all Mulholland dealings. Because Mulholland's investment professionals may purchase or sell securities that the Firm also recommends to clients, it is important to mitigate potential conflicts of interest. To that end, Mulholland has adopted personal securities transaction policies in the form of a Code of Ethics ("Code"), which all Mulholland associated persons must follow. Mulholland's Code generally sets the standard of business that Mulholland requires of its associated persons, requires associated persons to comply with applicable federal securities laws, and sets forth provisions regarding personal securities transactions by associated persons. Additionally, the Code sets forth Mulholland's policies and



procedures with respect to material, non-public information and other confidential information, and the fiduciary duties that Mulholland and each of its associated persons has to each client. The Code is circulated at least annually to all associated persons, and each associated person, at least annually must certify in writing that he or she has received and followed the Code and any amendments thereto. Mulholland will provide a copy of the Code to any client or prospective client upon written request.

Mulholland obtains information from a wide variety of publicly available resources. Mulholland and its personnel do not have, nor claim to have, insider or private knowledge. To ensure insider trading does not take place and to address the conflict of interest regarding obtaining confidential information, Mulholland has adopted a firm wide policy statement outlining insider-trading compliance by Mulholland and its associated persons. This statement has been distributed to all associated persons of Mulholland.

#### **B. Participation or Interest in Client Transactions**

Mulholland recognizes that the personal securities transactions of its members and associated persons demand the application of a high code of ethics, and Mulholland requires that all such transactions be carried out in a way that does not endanger the interest of the client. At the same time, Mulholland believes that if investment goals are similar for clients and for associated persons of Mulholland, it is logical and even desirable that there be common ownership of some securities. Therefore, in order to address conflicts of interest, Mulholland has adopted a set of procedures, including its Code, with respect to transactions effected by its associated persons for their personal accounts. If the possibility of a conflict of interest occurs, the client's interest prevails. It is Mulholland's policy that priority will always be given to the client's order over the order of Mulholland associated persons.

In order to monitor compliance with its personal trading policy, Mulholland has adopted a quarterly securities transaction reporting system for all associated persons. Because the Code would permit associated persons of Mulholland to invest in the same securities as clients, there is a possibility that a Mulholland associated person could benefit from market activity by a client in a security held by that person. Employee trading is continually monitored under the Code, with an eye to reasonably prevent conflicts of interest between Mulholland and its clients.

Mulholland does not affect any principal or agency cross securities transactions for client accounts, nor does it affect cross-trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Should Mulholland ever decide to affect principal trades or cross-trades in client accounts, it will comply with the provisions of Rule 206(3) of the Advisers Act and update this ADV Part 2A accordingly.

### **ITEM 12: BROKERAGE PRACTICES**

#### **A. Selection Criteria**

Mulholland affects all transactions for client accounts through a third-party independent custodian/broker. Mulholland periodically evaluates the transaction/custodial fees charged and the services provided by the custodian/broker and compares those with other third-party independent custodian/brokers to evaluate whether overall best qualitative execution could be achieved by using alternative custodian/brokers as described in the paragraphs below.

Prior to engaging Mulholland to provide investment management services, the client will be required to enter in an investment advisory agreement with Mulholland as well as a separate custodial/clearing agreement with the designated custodian/broker-dealer. The custodian's fees and charges are fully disclosed on the account application that each client will review and sign.

Although the transaction/custodial fees paid by Mulholland's clients shall comply with the Firm's duty to obtain best execution, a client may pay a custodial or transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction, where Mulholland determines, in good faith, that the custodial/transaction fee 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 services, including the value of research provided, execution capability, and responsiveness. Accordingly, although Mulholland will seek competitive rates, it may not necessarily obtain the lowest possible fees for client account transactions and custodial services. The transaction and/or custodial fees charged by the designated custodian/broker-dealer are exclusive of, and in addition to, Mulholland's investment management fee.

All custodial fees and charges are fully disclosed on the account statements sent by the custodian. Please refer to Item 12B and Item 14B for more information.

It is important for clients to consider and compare the significant differences between having assets custodied at a broker/dealer, bank, or other custodian prior to opening an account with Mulholland. Some of these differences include, but are not limited to: total account costs, trading freedom, transaction fees, and security and technology services.

#### **B. Research and Other Soft Dollar Benefits**

Mulholland may select a broker-dealer in recognition of the value of various services or products, beyond transaction execution, that such broker-dealer provides where, considering all relevant factors it believes the broker-dealer can provide best execution. Selecting a broker-dealer in recognition of the provision of services or products other than transaction execution is known as paying for those services or products with "soft dollars." The amount of compensation paid to such broker-dealer may be higher than what another, equally capable broker-dealer might charge. The following discussion is intended to provide clients with certain important information regarding such practices, including the potential conflicts of interest surrounding soft dollar arrangements.

Mulholland's general policy is to comply with the provisions of Section 28(e) of the Securities Exchange Act of 1934 ("Section 28(e)") when entering into soft dollar arrangements. Section 28(e) recognizes the potential conflict of interest involved in this activity, but generally allows investment advisers to use client commissions to pay for certain brokerage and research products and services under certain circumstances without breaching their fiduciary duties to clients. Brokerage and research services may include, among other things, effecting securities transactions and performing services incidental thereto (such as clearance, settlement and custody) and providing research information regarding the economy, industries, sectors of securities, individual companies, statistical information, taxation, political developments, legal developments, technical market action, pricing and appraisal services, credit analysis, risk measurement analysis and performance analysis. Such research information can be received in the form of written reports, telephone conversations, personal meetings with security analysts and/or individual company management, and attending conferences. The research services provided by a broker may be proprietary (*i.e.*, provided by the broker providing the execution services) and/or provided by a third party (*i.e.*, originates from a party independent from the broker providing the execution services).

The receipt of such services may benefit Mulholland, because Mulholland does not have to pay for the research or other products or services when it obtains such products and services by using client commissions. Although customary, these arrangements present potential conflicts of interest in allocating securities transactional business to broker-dealers in exchange for soft dollar benefits, including an incentive to select or recommend a broker-dealer based on Mulholland's interest in receiving the research or other products or services, rather than on clients' interest in receiving most favorable execution. Additionally, Mulholland may have an incentive to effect more transactions than might otherwise be the case in order to obtain those benefits. The extent of any such conflict depends in large part on the nature and uses of the services and products acquired with soft dollars.

Mulholland may receive certain indirect economic benefits from a custodian. For example, Mulholland may receive, without cost to Mulholland, computer software and related systems support, which allow Mulholland to better monitor client accounts. Mulholland may also receive benefits including, receipt of duplicate client confirms and bundled

duplicate statements; access to a trading desk that exclusively services participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and access to an electronic communication network for client order entry and account information. Additionally, the custodian provides Mulholland with access to their institutional trading and custody services, which are typically not available to retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a minimum dollar amount of the advisor's clients' assets are maintained in accounts at the custodian. The services provided to clients under these custodian arrangements 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 Mulholland client accounts maintained under these arrangements, the clients are usually not charge separately for custody services since the transactions are generally placed with the brokerage division of each custodian. Since the benefits received by both the client and Mulholland are paid for with client's commissions/transactions fees, they are deemed to be soft dollar benefits.

Section 28(e) also permits advisers to use the research services provided by brokers to service any or all of the adviser's clients, and the services also may be used in connection with clients other than those making the payment of commissions. Importantly, clients should understand that the use of soft dollars by Mulholland may be deemed to be an indirect economic benefit to Mulholland, which creates a conflict of interest between Mulholland and its clients. To address these conflicts, Mulholland has adopted certain procedures designed to mitigate the effects of these conflicts. For example, as part of Mulholland's fiduciary duty to clients, Mulholland and its associated persons will endeavor at all times to put the interests of Mulholland's clients first, and recommendations will only be made to the extent that they are reasonably believed to be in the best interests of Mulholland clients. Additionally, Mulholland has adopted various trading and best execution review procedures to help ensure clients are receiving the best overall deal at the time of the transaction.

Mulholland will amend this Form ADV Part 2 should it enter into additional soft-dollar arrangements.

**C. Brokerage for Client Referrals**

Mulholland does not receive client referrals from any custodian or brokerage firm.

**D. Directed Brokerage**

Mulholland does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Mulholland will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Mulholland. As a result, the client may pay higher transaction costs on transactions for the account than would otherwise be the case through alternative arrangements that may be available through Mulholland.

**E. Order Aggregation**

Mulholland will effect transactions for each client independently. However, when Mulholland effects transactions for clients, Mulholland may determine that the purchase or sale of a particular security is appropriate for multiple advisory client accounts, based on a variety of reasons. When this happens, Mulholland may determine that it is in these clients' best interest to attempt to execute the trade orders as one or more block trades (*i.e.*, aggregate the individual trade for each account into one or more trade orders). These circumstances may, in turn, give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate, and among the subset of those accounts actually participating in a block trade, especially if the block trade order results in a partial fill. In order to address these conflicts, Mulholland has adopted certain policies and procedures that it follows when aggregating trades in an effort to provide an objective and equitable method of trade allocation so that all clients are treated fairly.

**F. Trade Errors**

Trade Errors created in a managed account must be corrected so as not to harm any client. The goal of error correction is to make the client "whole." The Firm cannot correct a trade error made in a client's account by using soft dollar credits by allocating the trade to a different account, unless that account was meant to receive the trade in the first place.

## **ITEM 13: REVIEW OF ACCOUNTS**

All accounts are generally reviewed not less than annually, and upon request of the client. Accounts are reviewed for consistency with the investment strategy and other parameters set forth for the account and to determine if any adjustments need to be made.

In addition to the periodic reviews described above, reviews may be triggered by changes in an account holder's personal, tax or financial status. Other events that may trigger a review of an account are material changes in market conditions as well as macroeconomic and company-specific events. Clients are encouraged to notify Mulholland and its advisory representatives of any changes in their personal financial situation that might affect their investment needs, objectives, or time horizon.

The custodian will provide a written confirmation to each client of each transaction, typically within five (5) business days. Each client can opt to receive trade confirmations and/or monthly statements by email instead of U.S. mail. The custodian also provides a monthly/quarterly statement to each client, showing all current holdings and recent transactions. Additionally, each client can view its account online. Variable annuity and mutual fund families provide similar monthly/quarterly statements showing activity in the account. Clients should review the fees charged to their account to fully understand all fees charged. Clients are encouraged to review their account statements received from the account custodian for accuracy and compare to any reports received from Mulholland.

## **ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION**

### **A. Compensation for Client Referrals**

Mulholland, from time to time, may enter into agreements with individuals and organizations that refer clients to Mulholland ("solicitors"). All such agreements will be in writing and comply with the requirements of Rule 206(4)-3 of the Advisers Act. If a client is introduced to Mulholland by a solicitor, Mulholland pays that solicitor a fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. While the specific terms of each agreement may differ, generally the compensation will be based upon Mulholland's engagement of new clients and the retention of those clients, and is calculated using a varying percentage of the fees paid to Mulholland by such clients. Any such fee shall be paid solely from Mulholland's management fees, and shall not result in any additional charge to the client.

Each prospective client who is referred to Mulholland under such an arrangement will receive a copy of Mulholland's Form ADV Part 2 and a separate written disclosure document disclosing the nature of the relationship between the solicitor and Mulholland and the amount of compensation that will be paid by Mulholland to the solicitor. The solicitor is required to obtain the client's signature acknowledging receipt of Mulholland's Form ADV Part 2 and the solicitor's written disclosure statement.

### **B. Other Compensation**

Mulholland may enter into "soft dollar" arrangements whereby brokerage transactions are directed to certain broker-dealers in return for investment research products and/or services, which assist Mulholland in its investment decision-making process. The receipt of such services may be deemed to be the receipt of an economic benefit by Mulholland, and although customary, these arrangements give rise to potential conflicts of interest, including the incentive to allocate securities transactional business to broker-dealers based on the receipt of such benefits rather than on a client's interest in receiving most favorable execution. Please refer to Item 12 for detailed information regarding these arrangements and how Mulholland addresses the conflicts of interest pertaining to such arrangements.

## **ITEM 15: CUSTODY**

Pursuant to Rule 206(4)-2 of the Advisers Act, Mulholland is deemed to have custody of client funds because the Firm has the authority and ability to debit its fees directly from clients' accounts. To mitigate any potential conflicts of

interests, all Mulholland client account assets will be maintained with an independent qualified custodian. Notably, in most cases a client's broker-dealer may also act as the custodian of the client's assets for little or no extra cost. Clients should be aware, however, of the differences between having their assets custodied at a broker-dealer versus at a bank or trust company. Some of these differences include, but are not limited to, custodian costs, trading issues, security of assets, client reporting and technology. Mulholland will only implement its investment management recommendations after the client has arranged for and furnished Mulholland with all information and authorization regarding its accounts held at the designated qualified custodian. Clients will receive statements on at least a quarterly basis directly from the qualified custodian that holds and maintains their assets. Clients are urged to carefully review all custodial statements and compare the statements to any reports received by Mulholland. Should there be a conflict between custodial statements and reports by Mulholland, the custodial statement is the official statement. Mulholland shall never serve as a qualified custodian of any client funds or securities, as that service will be provided by an independent third party custodian.

## **ITEM 16: INVESTMENT DISCRETION**

### **A. Discretionary Authority; Limitations**

Mulholland will have discretionary authority via a written investment management agreement to make the following determinations without obtaining the consent of the client before the transactions are effected:

1. The securities that are to be bought or sold;
2. The total amount of the securities to be bought or sold; and
3. The selection of third-party managers;
4. The broker-dealer/custodian to be used and transaction fees paid: Mulholland has selected the custodian based on reasonable transaction costs, industry reputation, and advanced technology.

Third-party manager(s) investing client assets will also have full discretionary authority over the portion of the client's account they manage.

Such discretion is to be exercised in a manner consistent with Mulholland's strategies. In addition, Mulholland's authority to trade securities may be limited in certain circumstances by applicable legal and regulatory requirements. Clients are permitted to impose reasonable limitations on Mulholland's discretionary authority, including restrictions on investing in certain securities or types of securities. All such limitations, restrictions, and investment guidelines must be provided to Mulholland in writing.

### **B. Limited Power of Attorney**

By signing Mulholland's investment management agreement, clients authorize Mulholland to exercise limited discretionary authority with respect to all investment transactions involving the client's account. Pursuant to such agreement, Mulholland is designated as the client's attorney-in-fact with discretionary authority to only effect investment transactions in the client's account.

## **ITEM 17: VOTING CLIENT SECURITIES**

Mulholland has a general policy of not voting proxies on behalf of clients for any securities held in a client's account..

Proxy voting for plans governed by ERISA must conform to the plan document in effect. In cases where the investment manager is listed as the fiduciary responsible for voting proxies, the responsibility will be designated to another fiduciary and reflected in the plan document.

Mulholland shall not be deemed to have proxy-voting authority solely as a result of providing advice or information about a particular proxy vote to a client, but clients may contact Mulholland with any questions concerning a proxy solicitation. Mulholland typically does not advise or act for clients with respect to any legal matters, including bankruptcies and class actions, for the securities held in clients' accounts.

## **ITEM 18: FINANCIAL INFORMATION**

Mulholland does not require or solicit prepayment of more than \$1,200.00 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. Mulholland does not have any financial commitments that impair its ability to meet contractual and fiduciary obligations to clients, and has not been the subject of a bankruptcy proceeding.

**The Registrant's Chief Compliance Officer, Ryan R. Rouse, remains available to address any questions that a client or prospective client may have regarding the above arrangement.**