

WealthValues, LLC

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March 27, 2017

This Brochure provides information about the qualifications and business practices of WealthValues, LLC. If you have any questions about the contents of this Brochure, please contact us at: (650) 941-5530 or info@wlthvalues.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

WealthValues, LLC is a Securities and Exchange Commission (“SEC”) registered investment advisor. Registration of an investment advisor does not imply any level of skill or training. The oral and written communications of an advisor provide you with information about which you determine to hire or retain an advisor.

Additional information about WealthValues, LLC is available on the SEC’s website at www.Adviserinfo.sec.gov.

Item 2 – Material Changes

The date of our previous annual update to our Brochure was March 21, 2016. Since our last annual update, we have made the following material changes:

The firm's office address changed to:

1100 Alma Street, Suite 101
Menlo Park, CA 94025

The firm's website address changed to: www.wlthvalues.com

The firm's general information email address changed to: info@wlthvalues.com.
All other email addresses have not changed.

Our Brochure is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for WealthValues, LLC is 140004. We may provide ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting our firm telephonically at (650) 941-5530 or electronically at info@wlthvalues.com.

Additional information about WealthValues, LLC is also available via the SEC's website www.adviserinfo.sec.gov. The SEC's website also provides information about any persons affiliated with WealthValues Advisors who are registered, or are required to be registered, as investment adviser representatives of WealthValues.

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Item 4 – Advisory Business

A WealthValues, LLC, (“Advisor” “WealthValues” or “firm”) a California limited liability company registered as an SEC regulated investment advisor under the Investment Advisers Act of 1940. WealthValues’ principal place of business is located in Menlo Park, California. Advisor began conducting business in California in 2006. Karen Goodfriend is the principal and sole shareholder of the company.

B WealthValues offers a wide range of Wealth Management services to its Clients. Advice and services are tailored to the stated objectives of the Client(s). Generally speaking, WealthValues provides its advisory services on a fully discretionary basis. What this means is that Client, by way of an executed Wealth Management Agreement, allows WealthValues to provide ongoing, continuous and full discretionary authority to execute investment recommendations in accordance with a Statement of Investment Policy (or similar document used to establish Client’s objectives and suitability), without obtaining the Client’s prior approval. Under this discretionary authority, Clients allow WealthValues to purchase and sell securities and instruments in their account, arrange for delivery and payment in connection with the foregoing, select and retain sub-advisors, and act on behalf of the Client, including those matters necessary or incidental to the handling of the account, including monitoring certain assets. Clients execute instructions regarding WealthValues’ trading authority as required by each custodian holding the Client’s assets.

In some limited circumstances, a Client may grant WealthValues non-discretionary authority to execute its investment recommendations in accordance with a Statement of Investment Policy (or similar document used to establish Client’s objectives and suitability). Non-discretionary authority requires WealthValues to obtain Client’s prior approval of each specific transaction prior to executing investment recommendations, as well as for the selection and retention of sub-advisors to the account.

Unless specifically directed otherwise in writing by a Client, WealthValues is not authorized to receive and vote proxies on issues held in the account or receive annual reports.

C Upon engagement WealthValues will analyze a Client’s financial goals and objectives and design an investment portfolio for that specific Client. We will determine specific investments suitable and appropriate to that specific Client and will manage their account by evaluating and purchasing mutual funds, exchange-listed securities, over-the-counter securities, and various other marketable securities

D WealthValues does not participate in or sponsor any wrap fee programs.

E We manage approximately \$233,495,112.97 of Client assets on a discretionary basis and \$0 of Client assets on a non-discretionary basis. This amount was calculated as of December 31, 2016.

Item 5 – Fees and Compensation

- A** Compensation to WealthValues for its services is calculated in accordance with “Schedule A” of the Wealth Management Agreement, which may be amended from time to time by WealthValues upon 30 days prior written notice to Client. Such fees may be paid directly to WealthValues from the account by the custodian holding the Client’s assets upon submission of an invoice to custodian showing the amount of fees. The payment of fees may result in the liquidation of Client’s securities if there is insufficient cash in the account. Copies of the fee invoices will be mailed to Client as required.

In consideration for the WealthValues’ services, the Client will pay the WealthValues a fee quarterly in advance pursuant to one of the options selected below. Payments are due within 10 days. The fee will be equal to an agreed upon rate.

For calculation of our asset under management fees, those fees shall be calculated quarterly, based on the market value of the account at the beginning of each quarter. The market value will be construed to equal the sum of the values of all assets in the account, including not adjusted by loans against the investments. Fees for partial quarters at the commencement or termination of this Agreement will be prorated based on the number of days that Ongoing Wealth Management Services were provided during the quarter. Quarterly fee adjustments for additional assets received into the account during a quarter or for partial withdrawals will also be provided on the above pro rata basis.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date). Other readily marketable securities shall be priced using a pricing service or through quotations from one or more dealers. All other assets shall be valued at fair value by the Advisor whose determination shall be conclusive.

WEALTH MANAGEMENT FEE OPTIONS

WealthValues provides services in one of three manners:

Annual Fixed Fee – Initial and ongoing financial planning, consulting and investment management services. The dollar amount of the fixed fee shall vary depending upon various subjective and objective factors, including anticipated/historical scope and level of financial planning and consulting services required, and dollar amount of assets under management. The annual fixed fee is adjusted annually by the CPI or 2% whichever is greater.

Annual Fixed Fee Plus A Percentage (%) Of Assets Under Management – For initial and ongoing financial planning and consulting services and investment management services. The dollar amount of the fixed fee portion shall vary depending upon the anticipated/historical scope and level of financial planning and consulting services required and is adjusted annually

by the CPI or 2% whichever is greater. The percentage (%) fee component shall depend upon the dollar amount of assets under management; and

Percentage (%) of Assets Under Management – The percentage (%) fee shall depend upon the dollar amount of assets under management, ranging between .25% and 1.00%.

Notwithstanding the above, fees are generally negotiable.

FINANCIAL PLANNING

WealthValues also provides financial planning services for its Clients. Fees for planning services are generally set at a fixed fee of not less than \$5,000. Fees for updates to Financial Plans are generally set at a fixed fee of not less than \$2,000. Services performed on a fixed fee basis require a retainer equal to one-half the fixed fee. The remaining balance will be billed and due upon completion of the project. All invoices are due in 10 days. Notwithstanding the above, financial planning fees are generally negotiable.

Financial Plans:

WealthValues prepares a financial plan which includes gathering information necessary to provide Client with appropriate and agreed upon services, which may include one or more of the following: budgeting and cash flow planning, goal funding, income tax planning, education planning, disability planning and income protection, debt management, estate planning, retirement planning and investment planning. The plan considers Client assets, liabilities, goals and objectives.

The fee may also include that time and those activities necessary to work with Client's attorney, accountant or other professionals in reaching agreement on solutions. Any attorney, accounting or related professional fees charged by these third-party professionals used to implement Client's plan shall be the sole responsibility of the Client.

- B** All brokerage commissions, stock transfer fees, and other similar charges incurred in connection with transactions for the account will be paid out of the assets in the Client account and are in addition to the investment management fees paid to Advisor, which are also deducted from the Client's account. The Client bears responsibility for verifying the accuracy of fee calculations.
- C** Client may be required to pay, in addition to the Advisor's fee, a proportionate share of any mutual fund's fees, fees for separate account/third-party money managers and limited partnership fees.
- D** WealthValues deducts its fees quarterly in advance. Fees for partial quarters at the commencement or termination of this Agreement will be prorated based on the number of days that Ongoing Wealth Management Services were provided during the quarter. Quarterly fee adjustments for additional assets received into the account during a quarter or for partial withdrawals will also be provided on the above pro rata basis. Additionally, because

WealthValues generally performs a substantial and disproportionate amount of account services during the first quarter of an engagement, at WealthValues' sole discretion, if a Client is terminated subsequent to the first thirty (30) days of the engagement, but prior to the second quarter of service, WealthValues reserves the right to retain the entire advanced fee billed for that quarter.

- E** WealthValues is compensated only by our Clients and we do not receive compensation or commissions from any other parties.

Item 6 – Performance-Based Fees

WealthValues neither accepts nor charges any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a Client).

Item 7 – Types of Clients

WealthValues provides portfolio management, financial planning and consultative financial services to individuals and high net-worth individuals.

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

A Our firm’s investment philosophy and strategies incorporates the following principles:

- Asset allocation and diversification protects portfolios
- Minimizing taxes is a critical component of portfolio planning and management
- Compensation is derived from our Clients and not from investments recommended

Select Specific Managers - We identify managers for asset classes and portfolio objectives. This process incorporates both passive and active styles of investing. Our analysis considers investment philosophy, consistency, expertise, research capabilities, track record and overall expenses. Ongoing, we monitor and evaluate the managers using these criteria and in light of the economic environment.

The main sources of information WealthValues relies upon when researching and analyzing, third-party asset managers and mutual fund managers include traditional research materials such as financial periodicals and journals, prospectuses and research materials prepared by others.

B Any investment in securities involves risk or loss that Clients should be prepared to bear. While WealthValues uses its best judgment and good faith efforts in rendering services to our Clients, not every investment decision or recommendation made will be profitable. Accordingly, WealthValues does not warrant or guarantee any particular level of account performance, or that an Account will be profitable over time.

Clients assume all market risk involved in the investment of account assets under the Wealth Management Agreement and are made to understand that investment decisions made for their account are subject to various market, currency, economic, political and business risks. Therefore, except as may otherwise be provided by law, WealthValues will not be liable to Client for (a) any loss that a Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by WealthValues and its representatives with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from WealthValues’ adherence to a Client’s instructions; or (c) any act or failure to act by a custodian of Client’s account. That being said, nothing shall relieve WealthValues or its representatives from any responsibility or liability under state or federal statutes, including the Adviser’s Act of 1940.

C While all investing inherently involves a risk of loss, our investment management services generally incorporate a broad and diversified use of equities, mutual funds, and third-party asset managers and does not involve significant or unusual risks.

Item 9 – Disciplinary Information

WealthValues is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. Karen Goodfriend does not have any legal, regulatory or disciplinary events of any kind whatsoever to disclose.

Item 10 – Other Financial Industry Activities and Affiliations

WealthValues, and its management person, Karen Goodfriend, does not participate in any other material activities and have no other financial industry affiliations to disclose.

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

- A** WealthValues has adopted a Code of Ethics for all supervised persons of the firm which describes our high standard of business conduct, and fiduciary duty to Clients. The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, and personal securities trading procedures, among other things. Advisor representatives at WealthValues acknowledge the terms of the Code of Ethics.

We invite Clients or prospective Clients who have questions about our Ethics and compliance procedures and policies to contact us at (650) 941-5530 or info@wlthvalues.com.

- B-D** WealthValues anticipates that, in appropriate circumstances and consistent with our Clients' investment objectives, we may buy and sell some of the same securities for our own account that we buy and sell for our Clients. In all instances, where appropriate WealthValues will purchase a security for all of its existing advisory accounts for which the investment is appropriate before purchasing any of the securities for our own account and, likewise, when it determines that securities should be sold, where appropriate we will cause these securities to be sold from all of our advisory accounts prior to permitting the selling of the securities from our own accounts. In some cases we may buy or sell securities for our own account for reasons not related to the strategies adopted by our Clients.

WealthValues will also disclose to Clients any material conflict of interest relating to our firm, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Item 12 – Brokerage Practices

- A** Except to the extent that a Client directs otherwise WealthValues utilizes its discretion in selecting or recommending the broker-dealer. The Client is not obligated to effect transactions through any broker-dealer recommended by Advisor. In recommending broker-dealers, WealthValues will generally seek “best execution.” In recommending a broker-dealer we will comply with our fiduciary duty to obtain best execution and with the Securities Exchange Act of 1934 and will take into account such relevant factors as:
- ❖ Price;
 - ❖ The broker-dealer’s facilities, reliability and financial responsibility;
 - ❖ The ability of the broker-dealer to effect transactions, particularly with regard to such aspects as timing, order size and execution of order;
 - ❖ The research and related brokerage services provided by such broker or dealer to the Advisor, notwithstanding that the account may not be the direct or exclusive beneficiary of such services; and
 - ❖ Any other factors we consider to be relevant.
- B** We are authorized in our discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and other transactions in the same or similar securities or instruments for other Clients. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained. Confirmations of any transactions effected for Client account will be sent to Client’s in conformity with applicable law.

Item 13 – Review of Accounts

- A** All Client account reviews are conducted by WealthValues investment advisor representatives and supervised by firm principal, Karen R. Goodfriend. The frequency of reviews is based on the Client's investment objectives, but will occur not less than annually. More frequent reviews of Client accounts may also be triggered by a change in the Client's investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; or changes in economic climate.
- B** More frequent account reviews may be triggered by Client request, change in Client's investment guidelines; tax considerations; large deposits or withdrawals; large security sales or purchases; loss of confidence in corporate management objectives and changes in the macro-economic climate.
- C** Wealth Management Clients also receive account statements from the custodian of their accounts on a quarterly or more often basis.

Item 14 – Client Referrals and Other Compensation

WealthValues has no arrangements, either written or oral, in which it compensates for referrals.

Item 15 – Custody

Other than having the ability to debit its fees from a Client’s custodial account, WealthValues does not have custody of the assets in the account and shall have no liability to the Client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation (“SIPC”) or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer.

Item 16 – Investment Discretion

As stated in Item 4 above, WealthValues generally manages Client accounts and assets on a fully discretionary basis. This means that WealthValues has the authority to determine, without obtaining specific Client consent, the securities bought or sold and the amount of securities bought or sold and commission rates paid. The only restrictions on the above discretionary authority are those set by the Client on a case-by-case basis.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, WealthValues does not have any authority to and does not vote proxies on behalf of advisory Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client portfolios. Upon request, WealthValues may provide advice to Clients regarding the Clients' voting of proxies.

Item 18 – Financial Information

- A** WealthValues does not require advance payments greater than \$1,200.00, more than six months in advance from any Client.
- B** WealthValues does have discretionary authority over Client funds or securities, but we have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to Clients.
- C** Neither WealthValues, nor its principal, Karen Goodfriend, have been the subject of a bankruptcy petition at any time in the past.