



Part 2A OF FORM ADV: ***FIRM BROCHURE***

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Brochure Updated On

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This firm brochure provides information about the qualifications and business practices of Caitlin John, LLC also referred to as "Caitlin John Private Wealth Management", "Caitlin John", "CJ", or "Firm". If you have any questions about the contents of this brochure, please contact us at 1-810-355-1325 or by email to info@cjadvisor.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. Using the term "Registered Investment Advisor" does not imply a certain level of skill or training.

Additional information about Caitlin John, LLC also is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our Firm's CRD number is 154494.

Item 2 - Material Changes

This Brochure dated March 29, 2019 serves as an update to the Brochure dated September 27, 2018. While there have been no material changes to the Brochure, we have made certain routine updates.

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Item 4 - Advisory Business

A. Advisory Firm

With currently over three decades of financial services experience, Ronald J. Briggs Jr. FIC, CRPC launched Caitlin John, LLC, also referred to as “Caitlin John Private Wealth Management”, “Caitlin John”, or “CJ”, and was approved as a Registered Investment Advisory Firm with the State of Michigan on January 01, 2011. Caitlin John, LLC became a registered investment adviser with the SEC as of June 26, 2017.

Principal Owner

Caitlin John is structured as a limited liability company with Ronald J. Briggs Jr. is Caitlin John’s Principal and controls 100% of this company.

B. Advisory Services

Caitlin John Private Wealth Management offers personalized advisory services that may utilize investment management, financial planning, and insurance products to deliver services customized for each Client(s) based on their needs, goals, objectives and risk tolerances. Client(s) may interface with individuals associated with CJ to provide its investment advisory services. These individuals are known as Investment Adviser Representative, also referred to as an “Advisor” or “IAR”.

CJ provides two primary financial advisory services: 1) investment management services, and 2) financial planning and consulting services. CJ manages Client’s personal investment assets, both non-IRA and IRA plans, 401K, 403B plans, pension and profit-sharing plans, trusts and estates. CJ may also manage investment assets held by charitable organizations, corporations and other business entities as Clients. In addition, CJ is able to provide individual Clients tailored holistic financial planning and investment management services.

Investment Management Services

Before investing, CJ Advisors work with each Client(s) to establish a customized approach. CJ may also utilize risk analysis and financial planning software to assist in determining a Client(s) risk tolerance, investment goals, and objectives. CJ Client(s) may impose reasonable restrictions on the management of their account, including the designation of specific securities or a specific category of securities that should not be purchased for the account or that should be sold if held in the account, and may reasonably modify such restrictions from time to time. The Client(s) may choose to establish their accounts, implementing these restrictions, on individual securities, categories, or sectors. CJ reserves the right to decline to accept an account if it determines, in its sole discretion, that the restrictions imposed by the Client(s) are not reasonable. The Client(s) understands and acknowledges that any restrictions placed on the management of their account imposed by the Client(s), including restrictions in a category or categories of securities due to social screening or other restrictions, may cause account performance to deviate from the performance of the Client(s) chosen portfolio. The Client(s), at any time, can accept or decline any investment recommendations from their Advisor. Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the Client(s) stated investment objectives, tolerance for risk, liquidity, and suitability.

CJ manages these advisory accounts on a discretionary basis. Account supervision is guided by the Client(s) stated goals, objectives, and risk tolerance.

CJ offers seminars on general investment strategies, retirement planning principles, and/or to highlight particular services such as financial planning or investment management. These seminars are given to assist in educating the general public and to foster greater financial literacy. Seminars are open to any type of Client(s) and attendance is free of charge. The materials, if any, provided during such seminars and educational services are intended to be exclusively educational in nature. The information contained in the seminar materials is not intended as specific individual investment.

Financial Planning and Consulting Services

CJ may provide Client(s) financial plans to quantify Client(s) long term financial needs and objectives.

For each Client(s), the financial planning process customized to the Client(s) current overall financial circumstance and their long-term financial goals, objectives, and needs. Once this understanding has been established between CJ’s Advisor and their Client(s), CJ’s Advisor may design and propose a

custom financial plan. Depending on the complexity of the Client(s) plan, financial planning software may be used for their Client(s).

The Advisor will explain to each Client(s) their position, research, and recommendations within each proposal to maximize the value and understanding of CJ's proposed services. CJ Advisors will also work with Client(s) other accredited financial professionals where applicable and desired by the Client(s) to further maximize the value of each financial plan.

Each Plan will be based on the information the Client supplies, along with the complexity and number of planning modules needed to generate a thorough financial plan for the Client(s).

In some cases, CJ may refer the Client(s) to other vetted independent professionals, such as attorneys or accountants for their non-conflicted expertise. CJ will work and communicate with such independent professionals, only with the Client(s) specific written authorization.

A conflict of interest exists between the interests of the CJ and the interests of the Client(s) because CJ receives compensation for financial plans. The Client(s) is under no obligation to act upon the Advisor's recommendations. If the Client(s) chooses to act on any of the recommendations, the Client(s) is under no obligation to affect any transactions through CJ. It is ultimately the responsibility of the Client(s) to implement the components of each Financial Plan.

The Client(s) is under no obligation to initiate the Ongoing Financial Planning and Consulting Services once the initial Financial Planning and Consulting Services have been completed.

Once the Client(s) initial Financial Planning and Consulting Services has been completed, the Client(s) may choose Caitlin John's Ongoing Financial Planning Services for further assistance. The Ongoing Financial Plan and dynamic access, where applicable, for the Client(s) will be delivered subsequent to the signing the Ongoing Financial Planning and Consulting Services Agreement.

The Client(s) may terminate the Ongoing Financial Planning and Consulting Services Agreement for a full refund within five (5) business days of signing the Ongoing Financial Planning and Consulting Services Agreement. A pro rata refund is available at any time before delivery of the financial plan with payment due only for work completed prior to termination. After delivery of the initial financial plan and access to the Client portal, the Client(s) may terminate their subscription at any time. If the Client(s) terminates their subscription, such termination will become effective at the end of the current monthly billing period along with their portal access to their financial plan.

Retirement Plan Services

CJ offers investment management services to pension and profit sharing plans for a fee. Pension and profit sharing plans are generally organized as a trust, investing the assets of plan participants. Plan participants are the individuals enrolled in pension or profit sharing plans seeking individualized advice independent of their plan sponsor.

For accounts governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), CJ is a fiduciary to the plan under Section 3(38) of ERISA. As a registered investment adviser, CJ and its IARs work closely with plan sponsors and participants providing advisory services and support. Additionally, CJ and its IARs employs third party investment advisers ("TPIAs") to provide portfolio management services of the plan assets. Both CJ and the TPIA act in a fiduciary capacity under Section 3(38) of ERISA. As a 3(38) advisor and TPIA to the plan, we are authorized

by the Client(s) to exercise our best judgment in all aspects of working with the plan sponsor and their plan participants for the plan assets.

We do not hold any assets of the plan but rather such assets are held by an independent custodian selected by the Client(s). As an advisor working with TPIAs for the plan, we may help create investment guidelines (selection, removal and replacement of the plan's investment options), select investments options, support and service the plan as directed.

C. Investment Account Management

CJ makes available and suggests a variety of investment management services to assist the Client(s) diverse specific investment needs. Each Client(s) may utilize tailored portfolios spanning various strategies including Wrapped Separately Managed Accounts (tamp) and an Unwrapped Fee Program (also referred to as "Advisor Managed Portfolios") to best match their goals and risk tolerance.

Separately Managed Accounts

Separately Managed Accounts ("SMAs") are made available to Client(s) within the Wrap Fee Program to provide Client(s) access to strategies offered by Third-Party Portfolio Managers. Each SMA has a unique investment strategy and will be considered for investment on a per Client(s) basis based on specific individual factors. CJ has the ability to access additional SMAs, as appropriate, to assist Client(s) needs.

Wrap Fee Program

CJ receives a portion of the fees charged from the Wrap Fee Program. CJ charges a single fee for investment management, custodial services, financial advisory services, and Third-Party Money Management. If these services were rendered separately, the Client(s) may be able to secure a lower total cost or higher total cost, depending on the sub-advisory services being used. CJ Advisors are able to select from the suite of various Third-Party Portfolio Managers made available on the custodial platforms utilized by the Firm without such decisions adversely affecting the Client(s) total wealth management costs.

Unwrapped Fee Program – Advisor Managed

CJ Client(s) may authorize their Advisor to manage all or a portion of their investment portfolio using an Unwrapped Fee Program, also referred to as "Advisor Managed Portfolios". In this program, high frequency trading per the Client(s) portfolio, is managed solely by the Advisor and normally does not involve any other Third-Party Portfolio Managers but may blend individual securities along with models managed by Third Party Portfolio Managers. Each Client(s) Advisor may utilize various leveraged and sector-based exchange-traded funds (ETFs), common stock, preferred stock, convertible stocks, mutual funds, warrants, rights, corporate bonds, municipal bonds, government bonds, notes, options, or bills when authorized and in accordance with each Client(s) risk tolerance, goals and objectives.

D. Assets Under Management

As of December 31, 2018, there are approximately \$159,476,076 in discretionary assets under management and \$0.00 in non-discretionary assets under management.

Item 5 - Fees and Compensation

A. Advisory Services Compensation

The quarterly CJ Management and advisory Fee is calculated based on the formulas detailed herein and agreed upon in each Client(s) Investment Advisory Agreement (IAA).

CJ maintains various fee structures in order to best accommodate the work, services and asset management style of its advisors necessary in an attempt to best reach each individual Client(s) goals, objective and risk tolerance. The structure for a wrapped account, managed via Third-Party Portfolio Managers, is referenced below in "Table 1 - Wrap Fee Program"; refer to the Firm's, "Wrap Fee Program Brochure". The structure for an unwrapped account, as an Advisor-managed portfolio, is referenced in "Table 2 - Unwrapped Fee Program"; refer to the Firm's, "Unwrapped Investment Advisory Agreement". In the specific case of a transitioning Advisor, the new advisor may request to maintain the same Client(s) fee structure implemented at the previous firm. The Firm will draft an investment advisory agreement that accommodates and maintains this fee structure for ease of Client(s) transition. This structure will continue until the Advisor introduces other methods of portfolio management and a subsequent fee structure that aligns accordingly. This may include, Wrapped or Unwrapped: Tapered, Tiered, in arrears or in advance fee structures, they may also have various billing rates which do not exceed 2.48%. This will be specifically outlined in the Firm's Investment Advisory Agreement (IAA) for **Transitioning Advisors and their Client(s)**. The Advisor may utilize various methods of management in accordance with a Client(s) unique objectives and account types. Additionally, the Advisor may utilize a combination of different methods to best serve the Client(s) needs.

CJ's Management Fees are calculated as a per annum fee equal to the following applicable percentages of the Client(s) assets under management, which shall be billed in advance for the quarter are based on the ending account balance as of the last business day of the prior quarter month. For Client(s) electing TD Ameritrade Institutional as their custodian, the management fees are calculated by the CJ accounting team. For Client(s) electing Folio Institutional, A division of FOLIOfn Investments, Inc., as their custodian, the management fees are calculated by Folio Institutional's billing team. Such billing shall occur within 15 days of the quarter beginning either by direct payment by the Custodian from the Client(s) Custodial Account or from another personal account of the Client(s) paid to CJ.

CJ Advisors reserve the right to negotiate fees with Client(s) based on the complexity of the Client(s) needs and level of service required.

B. Fee Deduction

Client(s) have the option to have the advisory fee deducted directly from their assets being managed or billed to them and paid from another source per the fee schedule listed in the Wrap and/or the Unwrapped Fee Program.

Comparable services vary, and lower fees for comparable services may be available from other sources. In order to comply with the California Code of Regulations (CCR Section 260.238(J)), we are disclosing that lower fees for comparable services may be available from other sources.

If a Client(s) wishes to dispute a fee amount, the formula used for calculation, or any other issues relating to the CJ quarterly billing, the Client(s) may do so by contacting their Advisor, call 1-877-238-1680 and ask for the Client Relations Manager, or email your dispute to info@cjadvisor.com. Once the dispute has been confirmed, a manual correction will be made accordingly to the Client(s) account.

Wrap Fee Program

CJ acts as sponsor and Advisor for the CJ Wrap Fee Program.

Fees are paid from the CJ Wrap Fee Program to each Third-Party Portfolio Manager for sub-advisory services provided to the Client(s). These fees vary from firm to firm, based on factors such as strategy type, complexity, trading frequency, and total assets managed by each Third-Party Portfolio Manager acting as sub-advisors for CJ Client(s).

CJ reserves the right to negotiated fees to Client(s). Client(s) may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and third-party money manager making up their total portfolio. This program may cost the Client(s) more or less than purchasing securities or advisory services separately. The factors that bear upon the relative cost of the program may include some or all of the following:

- Trading activity on behalf of the Client(s) account
- Window trading fees
- Record keeping services
- Administrative services
- Advisory and financial plan services
- Proprietary portfolio management services
- Custodial fees

Comparable services vary, and lower fees for comparable services may be available from other sources. CJ is compensated from the fees paid through the Wrap Fee Program. CJs compensation is the remainder of the fees paid after all included costs and expenses are paid for. Portfolio Managers of sub accounts within the Wrap Fee Program are compensated between 40-100 basis points for providing portfolio management services. Folio custodial fees are inclusive of window trading fees, record keeping, and administrative services. Client(s) wishing to place a non-window individual securities trade will have a separate cost. These additional costs are referred to as “Step Out Fees”. Please see the “Step Out Fees” section for further cost details.

Wrap fees withdrawn from the Client(s) account by Folio Intuition will be calculated by the Folio Institutional’s Billing Department. Wrap fees withdrawn from the Client(s) account by TD Ameritrade Institutional will be calculated by CJ’s accounting department.

Please reference “**Table 1. Wrapped Fee Program**” below to calculate the quarterly fee.

The Wrap Fee Program will be calculated as follows:

The total amount of assets per Client(s) account at end of calendar quarter x annual percentage of assets charged to Client(s) ÷ 4 quarters = quarterly amount deducted from Client(s) account.

Table 1. Wrap Fee Program	
Managed Assets	Percentage of Assets
Assets under \$250,000.99	2.48%
Assets between \$250,001 - \$500,000.99	2.38%
Assets between \$500,001 - \$750,000.99	2.28%
Assets between \$750,001 - \$1,000,000.99	2.18%
Assets between \$1,000,001 - \$1,500,000.99	2.08%
Assets between \$1,500,001 - \$2,000,000.99	1.98%
Assets between \$2,000,001 - \$3,000,000.99	1.88%
\$3,000,001.00 and above	1.78%

The Advisor recommending the Wrap Fee Program to the Client(s) receives compensation as a result of the Client(s) participation in the program. The portion of the compensation may be more than what the person would receive if the Client(s) participated in other programs or paid separately for other advice or services, therefore the person may have a financial incentive to recommend the Wrap Fee Program over other programs or services.

The minimum amount required to open an account is \$250,000 for asset management services. However, in its sole discretion, the CJ Advisor may waive or lower this minimum. Advisors that elect to lower the required minimum amount to open an account for a Client(s) will specify that a minimum quarterly fee of \$75.00 will take precedence over the Caitlin John, LLC Management Fee, should the

result be a greater dollar amount than that provided for in Table 1.

Step out fees

Client(s) participating in the Wrap Fee Program may also incur additional charges, where applicable, such as Annual IRA fee and ETF internal expense fees. Additionally, Client(s) may purchase individual securities outside of the Wrap fee program. The Client(s) will incur a \$3.95 charge for the purchase and \$3.95 for the sale of each individual securities the Client(s) chooses to hold outside of Third-Party managed models and allocations. CJ and its Advisors receives no compensation from these charges/fees stated above.

Unwrapped Fee Program

CJ offers an Unwrapped Fee Program considered to be Advisor managed for any Client(s) requesting high frequency trading. Customarily, a Third-Party Money Managers is not utilized but instead, the CJ Advisor manages a portfolio of individual stocks, ETFs, or mutual funds themselves on behalf of their Client(s). There are some instances where a low-cost Third-Party Money Manager or SMA may be recommended by the Advisor as part of the overall Client(s) portfolio.

CJ reserves the right to negotiated fees to Client(s). Client(s) may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and third-party money managers which will make up their total portfolio. This program may cost the Client(s) more or less than purchasing securities or advisory services separately.

Please reference “**Table 2. Unwrapped Tapered Fee Program or Table 3. Unwrapped Tiered Fee Program**” below to calculate the quarterly fee.

The Unwrapped Fee Program (referred to as “Advisor Managed Portfolios”) will be calculated as follows:

Table 2. Unwrapped Tapered Fee Program	
Managed Assets	Percentage of Assets
Assets Under \$1,000,000.00	1.50%
Assets Between \$1,000,000.01 - \$3,000,000.00	1.25%
Assets Between \$3,000,000.01 - \$5,000,000.00	1.00%
Assets Over \$5,000,000.01	0.85%

Table 3. Unwrapped Tiered Fee Program	
Managed Assets	Percentage of Assets
On the first \$1,000,000.00 of Client Assets	1.50%
Assets Between \$1,000,000.01 - \$3,000,000.00	1.25%
Assets Between \$3,000,000.01 - \$5,000,000.00	1.00%
Assets Over \$5,000,000.01	0.85%

The total amount of assets per Client(s) account at end of calendar quarter x annual percentage of assets charged to Client(s) ÷ 4 quarters = quarterly amount deducted from Client(s) account.

Client(s) participating in the Unwrapped Fee Program may also incur additional charges such as SRO/SEC fees, trading fees, custodial fees, IRA fees, transactional fees, ETF, and mutual fund expenses for underlying holdings. CJ is not compensated in any way by these additional fees described above. These fees are incidental to rendered Advisory services provided by your CJ Advisor.

C. Other Types of Fees/Expenses

Financial Planning Services Fees

When a Client(s) wishes to engage a CJ Advisor for financial planning services, the Client(s) will compensate CJ based upon an agreed fee schedule that is on an hourly fee, fixed fee, or ongoing financial planning fee. The fee structure is decided by the Client(s) and is finalized by signing the “Financial

Planning and Consulting Services Agreement” or the “Ongoing Financial Planning and Consulting Services Agreement”.

1) Fixed Fee

Financial Planning Services are offered based on a negotiable fixed fee based on complexity and unique needs for each client. The Advisor will also take into consideration the number of meetings required to complete the plan, along with the client’s request for a number of face to face meetings per year with the advisor. An additional consideration for the cost of the plan is due to the robust capability of the software which can include all outside investment assets, banking, insurance, and annuities along with a private document vault tailored for each client. All of this can all be incorporated into the software’s algorithm along with advisor oversight of the client’s total financial plan once completed.

The financial planning and consulting services agreement will detail the price and payment methods for the clients financial plan. The Client may terminate the Financial Planning and Consulting Services Agreement for a full refund within five (5) business days of signing the agreement. A pro rata refund is available at any time before delivery of the financial plan with payment due only for work completed prior to termination.

2) Hourly Fee

Financial Planning Services are offered based on an hourly fee negotiated with the Client(s). The number of hours estimated will be based on complexity and unique Client(s) needs. For Client(s) engaging financial planning services on an hourly basis, the initial payment will provide for half of the estimated hours required to complete the plan. The final payment will reflect the total amount of hours

worked, less the initial payment. The Client(s) may terminate the Financial Planning and Consulting Services Agreement for a full refund within five (5) business days of signing the agreement. A pro rata refund is available at any time before delivery of the financial plan with payment due only for work completed prior to termination. Financial plans will be completed and delivered within thirty (30) days of signing the agreement.

Ongoing Financial Planning and Consulting Services Fees

Once the financial plan is completed, the Client(s) may choose to open and maintain a dynamic real-time encrypted portal to access their financial plan using a selected software program. This is considered to be part of our ongoing financial planning software service that is offered to Client(s) that complete a financial plan with CJ. The Ongoing Financial Planning and Consulting Services Agreement is based on the complexity, level of service, unlimited changes/updates, Client(s) specific factors and general ongoing financial planning support/consultation by their Advisor. Client(s) will be invoiced on the first business day of each month to maintain this ongoing financial planning service.

CJ will not charge any account opening fee, set-up, or closing fee.

Plan Sponsor Fees

Plan Sponsor Fees – Our fee for investment advisory services for plan sponsors varies based on the amount of assets we manage. Typically, fees are a fixed percentage of the assets under management. Our compensation range is 1.18% to 1.48% inclusive of the TPIA service fees of the assets under management at the end of a given calendar quarter.

D. Advanced Fee Payment & Refund Structure

CJ's Management Fees are calculated as a per annum fee equal to the following applicable percentages of the Client(s) assets under management, calculated the last day of each quarter. CJ shall bill quarterly in advance for the new quarter based on the prior quarter's ending account balance on last day of the quarter. After a notification has been sent to the Client(s), billing shall occur within 15 days of the quarter beginning by direct debit by the Custodian from the Client(s) Custodial Account to CJ in accordance with the payment protocols for each Custodian. Client(s) also have the option to have the advisory fees deducted from their assets being managed or billed to them and paid from another source per the fee schedule listed in the Wrap and/or the Unwrapped Fee Program.

The Investment Advisory Agreement between CJ and the Client(s) may be modified upon such terms as may be mutually agreed upon in writing. The Investment Advisory Agreement is terminable within five (5) business days, without penalty, from the date of acceptance. Either party may terminate the Investment Advisory Agreement by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice. CJ will notify the applicable Custodian about the termination.

Once a Client(s) account has been transferred (closed), the Client(s) will be contacted by CJ to facilitate a pro rata fee refund. CJ will refund the pro rata fees to the Client(s) custodial account to be swept to Client(s) chosen financial institution. The pro-rata refund amount owed to Client(s) will be calculated as follows:

Fees paid to CJ during the current calendar quarter divided (\div) by the number of days in the current quarter multiplied(x) by the number of days remaining until the end of current calendar quarter equals the amount to be refunded.

***NOTE:** Notice of termination by Client(s) should be sent to the Firm at 1024 E Grand River Ave, Brighton, MI 48116 or email to info@cjadvisor.com.

E. Other Compensation

CJ and its Advisors do not receive any commissions or additional compensation for any mutual fund or variable annuity 12b-1 fees or any other securities related transactions.

CJ may work with a custodian/broker dealer that can receive and reimburse/credit to the Client(s) for the variable annuity 12b-1 fees. In this instance only, CJ would charge the Client(s) an appropriate advisory fee for the oversight, advisory services, and sub-account management of the variable annuity, as part of the Client(s) total managed portfolio.

Advisors of CJ acting in a fiduciary capacity may recommend the use of fixed life insurance or annuity products based on the specific circumstances, goals, objectives, and risk tolerance of each Client(s). Client(s) are under no obligation to act on the Advisors insurance recommendations, but this may generate an additional review of the Client(s) goals and objectives based on this decision. If a Client(s) elects to act on any recommendation, the Client(s) is under no obligation to affect the transactions through their CJ Advisor. If the Client(s) does act on this recommendation, the advisor will receive commission compensation directly from the insurance carrier. This compensation is in addition to asset-based fees that are currently being charged for advisory and portfolio management services.

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

CJ does not accept, or charge performance based or side by side management fees at this time.

Item 7 - Types of Client(s)

We offer services to accredited investors, qualified purchasers and retail Client(s) as defined by the federal securities laws. These may include, but not limited to, the following types of Client(s):

- Individuals
- High net worth individuals & family offices
- Operating businesses
- Private investment companies
- Small to mid-sized banks and credit unions
- Trusts
- Sponsors of private company defined contribution plans
- Non-profit entities
- Plan participants (403(b), 457, 401(k))
- Non-profit entities
- Multinational citizens
- Non-U.S. citizens

The Firm may enter into agreements with other registered investment adviser firms to serve as a sub-adviser. The assets managed are reported as AUM of the primary adviser and not included in our AUM. We may refer to these assets as assets under advisement.

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

Investing in securities involves risk of loss which our Client(s) should be prepared to bear. No amount of analysis or diversification can wholly account for or eliminate market volatility and systematic risk. Investment strategies will be subject to methods of analysis by the Third-Party Portfolio Manager, the Firm and/or its advisors as described herein.

A. Methods of Analysis

Methods of analysis and investment strategies include charting, fundamental, tactical, cyclical and technical analysis, independent research, and asset allocation implementation strategies. Proprietary programs and software may be used to identify market points where either “buy” or “sell” signals are recognized. These signals assist the portfolio managers and/or IAR’s in implementing the specified management strategies of the various managed programs. Quantitative analysis can also be used when analyzing securities. This analysis uses current and historical pricing information to help identify trends in both the domestic and foreign equity and fixed income markets. Technical indicators such as moving averages and trend lines may be further used to identify entry and exit points. Various fundamental data such as overall economic conditions, industry outlook, interest rates and political climate are also considered.

CJ and its Advisors’ methods of analysis may include some of the following criteria: analysis pertaining to the selection of Third-Party Portfolio Managers to be made available within the Wrapped Fee Program, as well as the following criteria: income, risk tolerance, sector, market capitalization, long term needs and objectives.

B. Investment Strategy

CJ’s Client(s) may participate in a variety of strategies which generally fall into either of the following two categories: active and passive investment management.

Active Investment Management

Active asset management may entail periodic evaluation and investment selection in accordance with the goals and objectives of each Client(s). CJ Client(s) have two options to participate in active investment management, Advisor Managed Portfolios or Third-Party managed accounts within the CJ Wrap Fee program. For detailed information on active investment management with CJ, see Item 4 Advisory Business – Investment Account Management above.

Passive Investment Management

Passive asset management entails selecting investments based on appropriateness with regards to each Client(s) risk tolerance, goals, and objectives.

Once investments are chosen, they are usually held for the long-term and replaced only as appropriate with regards to changing market conditions and each Client(s) risk tolerance, goals, and objectives. For detailed information on passive investment management with CJ, see Item 4 Advisory Business – Investment Management above.

CJ and its advisors may use several investment strategies to implement investment advice provided to our Client(s), including but not limited to:

- Long-term purchases (to hold more than one year)
- Short-term purchases
- Trading
- Relative value
- strategies
- Long/short ETFs & Mutual Funds
- Tactical rotation
- Sector rotation
- Margin transactions
- Options writing, including spread

CJ also analyzes the type of investment strategy each Third-Party Portfolio Manager provides, if that strategy is an effective vehicle to achieve particular investment objectives if the strategy is within the broad risk tolerances of our Client(s).

Third-Party Portfolio Manager Review:

Third-Party Portfolio managers providing sub-advisory services to CJ Client(s) are reviewed periodically to determine their ongoing utility to CJ Advisors and their Client(s). The criteria may include a review of performance history, investment costs, assets under management, and MAR ratio (measurement of returns adjusted for risk).

C. Risk of Loss

Investment Risk

An investor should consider the investment objective, risks, charges, and expenses carefully before investing. Investing, including into the strategies and analyses detailed above, involves exposure to risks. There is no guarantee that any investment model will achieve its stated investment objectives. An investment is subject to the risks listed above, including the possible loss of the principal amount invested. Investments are not FDIC insured, may lose value, and have no bank guarantees.

Item 9 - Disciplinary Information

There is no material disciplinary information to disclose in this section.

Item 10 - Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

CJ does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker-dealer.

B. Commodity Affiliation

CJ does not have anyone registered or pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Relationships/Conflicts

Advisors of CJ may be licensed and appointed to sell insurance products through various insurance companies. These insurance products whether it is life insurance, disability insurance or fixed or indexed annuities, may be offered through Elite Advisors Edge, Inc. to assist CJ Advisors with fulfilling their Client(s) planning needs, as necessary. Advisors will receive commissions and incentives paid directly from the insurance carrier. These commissions are in addition to and separate from the advisory fee. This creates a monetary conflict through the benefit of common control of Elite Advisors Edge which is owned by Kristin Briggs, spouse of Ronald J. Briggs, Jr. In addition, Ronald J. Briggs, Jr. is the Founder, Principal, Chief Compliance Officer, Chief Investment Strategist, and Investment Advisor Representative of Caitlin John, LLC (CJ). These conflicts are mitigated because CJ does not receive any commission compensation for the sale of insurance products by its Advisors. As a fiduciary, the Advisor will act in the best interest of the Client(s), independent of the amount of commission received. CJ Client(s) are not required to purchase any insurance products

recommended by the CJ Advisor, but this may generate an additional review of the Client(s) goals and objectives based on this decision.

Ronald J. Briggs, Jr. is the Co-Founder, Owner, Chief Executive Officer, Chief Compliance Officer, & Chief Investment Strategist of A Smarter Way To Invest, Inc. ("ASWTI"). A Smarter Way to Invest, Inc. is a Third-Party Investment Advisor ("TPIA") and a SEC registered investment advisory firm which solely offers asset management services to Registered Investment Advisory Firms, and grants such Firms access to ASWTI's various proprietary and non-proprietary dynamic asset allocation strategies and investment models. CJ Advisors may also utilize ASWTI's portfolio management services for their Client(s). This may create a conflict due to the fact that Ronald J. Briggs, Jr. is also the owner of CJ and will financially benefit from Client(s) assets placed with ASWTI. This conflict can be mitigated as CJ Advisors working with their Client(s) can choose from numerous third-party money managers/sub-advisors, mutual funds, etc., that are made available to them through the two (2) custodial platforms (Folio Institutional & TD Ameritrade Institutional).

Ronald J. Briggs Jr. is Chief Investment Strategist, Chief Compliance Officer and Co-Founder of Guardian Pointe Private Wealth Management, LLC ("GPPWM"), a SEC Registered Investment Advisor Firm. This affiliation is not material to CJ's business or its Client(s) because GPPWM does not in any way engage with the Advisors or Advisory Client(s) of CJ.

All Service and Support Employees of the above 3 registered Advisory Firms are employed through a single management company called Entry Point Advisor Network ("EPAN"). EPAN is owned under common control by Kristen Briggs spouse of Ronald J. Briggs, Jr. EPAN employs business development advisors to recruit, support, and service IARs of CJ and GP. These business development advisors are both W-2 and 1099 employees and receive compensation in the form of salary and commissions. Part of this compensation may reflect compensation based on total AUM of the IARs they support.

D. Advisor Recommendations

CJ does recommend other investment advisors for their Clients. CJ does receive compensation directly or indirectly from outside advisors. Please see **Item 10.C. Relationship/Conflicts** for further details.

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

A. Code of Ethics

Our Firm has adopted a Code of Ethics ("Code") which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

Caitlin John Private Wealth Management and our personnel owe a duty of loyalty, fairness and good faith towards our Client(s), and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement, and record-keeping provisions by the CJ Compliance Department.

Caitlin John Private Wealth Management's Code of Ethics further includes the Firm's policy prohibiting the use of material non-public information relating to Client(s) account portfolios or transactions of CJ. While we do not believe

that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity. Any employee or Advisor will not disclose any non-public information relating to the business or operations of CJ unless properly authorized to do so.

A copy of our Code of Ethics is available to our advisory Client(s) and prospective Client(s). You may request a copy by email sent to info@cjadvisor.com, or by calling us at (810) 355-1325.

B. Material Financial Interest and Conflict of Interest

Caitlin John Private Wealth Management or individuals associated with our Firm may buy securities for the Firm or for themselves from our advisory Client(s); or sell securities owned by the Firm or the individual(s) to our advisory Client(s). We monitor such transactions for compliance with the provisions of Section 206(3) of the Advisers Act governing principal transactions to advisory Client(s).

CJ, its Advisors, and employees currently have no material financial interest in any publicly traded securities. Advisors shall avoid any action, whether for personal profit or otherwise, that results in a conflict of interest with CJ or its Client(s) accounts, or which may be otherwise detrimental to the interests of Client(s) of CJ. They will not attempt to improperly use influence for their personal benefit.

In addition, access persons of our Firm are required to report all personal securities transactions conducted in our affiliated mutual fund(s).

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory Client(s) and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our Firm and/or individuals associated with our Firm may buy or sell for their personal accounts securities identical to or different from those recommended to our Client(s). In addition, any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a Client(s).

It is the expressed policy of our Firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

At no time, will CJ or any associated person of CJ, transact in any security to the detriment of any Client(s). Client(s) needs are considered first.

C. Same Securities Purchase and Conflicts of Interest

CJ and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide CJ with copies of their brokerage statements.

D. Client Securities/Trades and Concurrent Firm Securities Transactions - Conflicts of Interest

CJ does not maintain a Firm proprietary trading account and does not have a material financial interest in any securities being recommended. However, employees may buy or sell securities at the same time they buy or sell securities for Client(s). In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide CJ with copies of their brokerage statements.

The Chief Compliance Officer of CJ is Ronald J. Briggs, Jr. Mr. Briggs reviews all employee trades on a periodic basis. The personal securities transactions reviews evaluate the possible misuse of personal trading in violation of its Code of Ethics policy.

Item 12 - Brokerage Practices

A. Soft Dollar Benefits

CJ does have access to research as a soft dollar benefit from TD Ameritrade Institutional. Because CJ receives such soft dollars, CJ may have an incentive to select or recommend a particular broker dealer based on interest in receiving such research. CJ does not charge the Client(s) brokerage commissions to obtain research. CJ manages this conflict of interest by offering each Client(s) relationship a choice of a custodian, TD Ameritrade Institutional or Folio Institutional, for fee based asset management offered by CJ.

CJ also may use Kingdom Trust for certain asset types and self-directed IRA's not able to be held at TD Ameritrade Institutional or Folio Institutional.

B. Brokerage for Client Referrals

CJ does not currently receive any Client(s) referrals from any broker-dealer or Third-Party.

C. Directed Brokerage

CJ currently makes available two options, TD Ameritrade Institutional or Folio Institutional, for Client(s) brokerage and directs Client(s) to either for the purposes of trade execution and custodial management. In addition, certain proprietary advisory programs are only made available on these two platforms through CJ and/or our affiliates. These proprietary advisory programs are not offered to any other firm or advisor that is not affiliated with CJ. These proprietary Third-Party Advisory programs, such as TAMPs and/or SMAs, are currently only offered on these 2 platforms, although Client(s) may find similar or unique programs offered elsewhere. Even though the Advisor has the obligation, as a fiduciary, to best execute Client(s) trades and transactions, it is possible that the Advisor may not be able to achieve the most favorable execution of Client(s) transactions in every case. This practice may or may not cost the Client(s) more money. CJ and or its Third-Party Advisors, acting as fiduciaries, will always act in the best interest of the Client(s) and will always try to achieve the best possible trade execution on behalf of all Client(s) accounts.

D. Aggregate of Client Trades

CJ may aggregate Client(s) orders using omnibus trading (block trades) for purchase and sale recommendations. Folio Institutional and TD Ameritrade Institutional allow for the aggregation of such orders, and CJ intends to take advantage of such aggregation to obtain competitive pricing on all transactions.

Aggregated orders are usually managed through CJ's internal portfolio manager or where applicable, the Third-Party Money Managers used by CJ. Please see the brokerage practices of these Third-Party Money Managers as disclosed in their Firm Brochures. Trading costs through Folio Institutional and TD Ameritrade Institutional are as described in "Item 5 – Fees and Compensation" in this brochure.

In certain circumstances CJ may, to best serve Client(s), place non-aggregate individual trading orders. Non-Aggregated orders may be placed on an individual Client(s) basis in order to meet Client(s) needs including but not limited to distributions, unusual/extraordinary circumstances, or at the request from a Client(s). Client(s) may incur additional costs by not aggregating their trade orders.

Item 13 - Review of Accounts

The CJ Investment Advisor Representatives are required to review with each of their Client(s) investment accounts, at a minimum, annually. Additional reviews can also take place whenever the Client(s) may choose by contacting their Advisor. Additionally, reviews can be requested by the Client(s) with their Advisor to inform them of a life changing event that may affect a change to the following criteria: income needs, risk tolerance, sector, market capitalization, long term needs, goals and objectives of the Client(s).

The Client(s) can review the status of their accounts at any time by going online at any time to www.advisorclient.com or www.folioClient.com to review securities held and managed by CJ.

Item 14 - Client Referrals and Other Compensation

CJ does not currently have arrangements, nor receive compensation for any Client(s) referrals. CJ also does not compensate anyone for Client(s) referrals.

Item 15 - Custody

Client(s) accounts will be opened and all assets held at either Folio Institutional or TD Ameritrade Institutional in the Client(s) own name. CJ will never have custody of any assets or securities in the Client(s) account. As per **regulatory interpretation**, CJ is considered to have a form of indirect custody. This is due to the fact that CJ authorizes the custodian to withdraw and pay management fees to CJ and/or the TPIA as agreed upon and authorized by the Client(s) as per the Investment Advisor Agreement.

Each Custodian, Folio Institutional or TD Ameritrade Institutional, will send monthly notifications to the Client(s) by email when their latest statement is ready for review. The location of the statement to view is in the Client(s) secured file cabinet within the custodian's platform as described in the agreement with the Client(s) and their chosen custodian. For accounts held with Folio Institutional, Client(s) can go online to the Client portal at www.folioclient.com and for accounts held with TD

Ameritrade Institutional, Client(s) can go online to www.advisorclient.com and log into their account to review their current and past statements which will include all trade & transaction confirmations, fee billing, current balances, etc. and will also be made available to CJ and the Client(s) Advisor.

CJ advises the Client(s) to always carefully review their statements. If the Client(s) finds any discrepancies or has any questions, concerns, or simply forgot how to access their account on line, they can contact their Advisor, call 1-877-238-1680 and ask for the Client Relations Manager, or email your concerns to info@cjadvisor.com.

Item 16 - Investment Discretion

Client(s) may hire CJ to provide discretionary asset management services, in which case we place trades in a Client(s) account without contacting the Client(s) prior to each trade to obtain the Client(s) permission.

Our discretionary authority includes the ability to do the following without contacting the Client(s):

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Client(s) give us discretionary authority when they sign a discretionary agreement with our Firm and may limit this authority by giving us written instructions. Client(s) may also change/amend such limitations by once again providing us with written instructions.

Item 17 - Voting Client Securities

We do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request we will answer questions about voting a specific proxy solicitation.

Item 18 - Financial Information

Under no circumstances does CJ require or solicit payment fees in excess of \$1,200.00 per Client(s) more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement.

As a Firm that has discretionary authority and a form of limited custody of the Client(s) accounts via the custodian directly deducting the Client(s) fees from their accounts, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Currently, there are no financial conditions that would impair our ability to meet our contractual commitments to our Client(s). Should any arise, CJ will notify the Client(s) according to SEC guidelines.

Caitlin John Private Wealth Management has not been the subject of a bankruptcy petition at any time during the past ten years.