



# FIRM BROCHURE

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## SimpliFi, Inc.

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## Part 2A of Form ADV

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March 13, 2019

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Part 2A of Form ADV (the "Brochure") provides information about the qualifications and business practices of SimpliFi, Inc. If you have any questions about the contents of this Brochure, please contact us at (858) 695-6600 and/or [info@retiremeasap.com](mailto:info@retiremeasap.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.

SimpliFi, Inc. is a registered investment adviser with the U.S. Securities and Exchange Commission ("SEC"); however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made. Additional information about SimpliFi, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## ITEM 2: MATERIAL CHANGES

The purpose of this page is to inform you of any material changes to our brochure. If you are receiving this brochure for the first time this section may not be relevant to you.

SimpliFi, Inc. (“SimpliFi”) reviews and updates our brochure at least annually to make sure that it is still current. SimpliFi has not made any material changes since the annual update to our brochure, dated March 13, 2019.

Pursuant to SEC Rules, SimpliFi, Inc. will ensure that clients receive a summary of any materials changes to this Brochure accompanied by an offer to receive the full brochure within 120 days of the close of SimpliFi, Inc.’s fiscal year end. Additionally, as SimpliFi, Inc., experiences material changes in the future, we will send you a summary of our “Material Changes” under separate cover. For more information about the firm, please visit [www.retiremeasap.com](http://www.retiremeasap.com).

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## **ITEM 4: ADVISORY BUSINESS**

### **Description of Firm**

SimpliFi, Inc. (“SimpliFi” or the “Firm”) is a San Diego, California based investment advisory firm, founded in 2010 (previously doing business as Sigdestad Financial under unaffiliated broker-dealers and registered investment advisers since 2005). SimpliFi is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser and is organized under the laws of the State of California as a corporation. SimpliFi offers customized investment management and financial planning services to individuals and high net worth individuals. Some of the investment instruments SimpliFi advises its clientele on include, among other things, mutual funds, exchange traded funds (“ETFs”), stocks, and bonds. No minimum is required to open and maintain an investment advisory account. SimpliFi periodically sends newsletters, e-mails, and other correspondence of general market and retirement related information and items of interest to its clients and prospective clients on a complimentary basis. In addition, SimpliFi holds complimentary informational seminars for its clients and prospective clients geared towards retirement and investment needs.

### **Principal Owner**

SimpliFi is 100% owned by Eric A. Sigdestad. Mr. Sigdestad also serves as SimpliFi’s CEO and Chief Compliance Officer.

### **Types of Advisory Services Offered**

SimpliFi offers clients financial planning and investment management services, which are fully described below. A client can engage SimpliFi for financial planning services and/or investment advisory services.

### **Investment Advisory Services**

At the inception of our relationship, SimpliFi will conduct an initial interview with each client (either in person, by teleconference and via a questionnaire) to determine the client’s financial circumstances, goals, risk tolerance and other relevant information. SimpliFi then uses this information to make investment recommendations based on the client’s investment objectives.

For discretionary investment advisory services, the client grants SimpliFi limited power-of-attorney with discretionary trading authority to effect investment transactions involving the client’s account(s), including the authority to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange traded funds and other securities and/or contracts relating to the same. Pursuant to this discretionary authority, SimpliFi invests, sells, and reinvests proceeds in the client’s account(s), at its discretion. SimpliFi will monitor and measure investment results for Client, which will be further discussed with Client periodic intervals (typically, not less than annually).

Upon written execution of the Investment Advisory Agreement, SimpliFi will work with the client to establish or transfer investment accounts so that the Firm is able to manage the client’s portfolio. SimpliFi periodically will rebalance or adjust client accounts under its management.

Investment advisory recommendations are based on the client's financial situation at the time the services are provided and are based on financial information disclosed by the client. If the client experiences any significant changes to his/her financial or personal circumstances, it is the client's responsibility to timely notify the Firm so that such information can be used in managing the client's portfolio. Client's should refer to SimpliFi's investment advisory agreement for important additional information.

SimpliFi does not assume any responsibility for the accuracy of the information provided by clients. SimpliFi will use its reasonable efforts to comply with any investment guidelines, including any reasonable restrictions, requested by the client in accordance with normal industry practice. In the event any securities are purchased outside of such investment guidelines, SimpliFi will take reasonable steps to bring the Account(s) back in-line with the client's stated objectives. There may be times when SimpliFi requests information and will forgo implementation of recommended asset allocation until information is obtained to implement such recommendations on a discretionary account (e.g., obtaining tax cost basis information). In addition, it is the client's responsibility to notify SimpliFi of significant cash flows (e.g., deposits and withdrawals). Clients are advised that certain assumptions will be made with respect to interest and inflation rates and past trends and performance of the market and economy. Past performance is in no way an indication of future performance.

### **Financial Planning Services**

SimpliFi's Financial Planning Services are designed to provide the client with an analysis of steps the client may wish to consider within their investment accounts and financial situation in order to help achieve the client's financial goals and objectives. To begin this process, SimpliFi generally will interview the client to gather certain necessary information to assess the client's current financial situation. Based upon this initial interview, SimpliFi will request that the client provide SimpliFi with all necessary documentation in order to assess the client's current and anticipated investment positions and financial objectives. The client has full discretion to accept or reject SimpliFi's recommendations contained in the client's financial plan. SimpliFi will rely upon the information provided by the client at all times. It is the client's responsibility to provide updated, accurate and complete information. All clients are urged to work closely with his/her attorney and tax advisor in implementing recommendations set forth in the financial plan.

### **Participation in Wrap Fee Programs**

SimpliFi does not participate in wrap fee programs.

### **Investment Advisory Agreements**

Prior to engaging SimpliFi to provide investment advisory services, each client is required to enter into a written Investment Advisory Agreement with the Firm, which will describe the management fees to be charged and the terms and conditions under which SimpliFi will render its services. SimpliFi will provide a Brochure and one or more Brochure Supplements to each client or prospective client prior to or at the same time a client executes SimpliFi's Investment Advisory Agreement. SimpliFi will continue to provide services until terminated by the client or SimpliFi in accordance with the provisions outlined within the agreement.

Neither SimpliFi nor the client can assign the Investment Advisory Agreement without the prior written consent of the other party. Transactions that do not result in a change of actual control or management of SimpliFi shall not be considered an assignment.

### **Assets Under Management**

SimpliFi manages client assets in discretionary accounts on a continuous and regular basis. As of December 31, 2018, the total amount of assets under our management was \$174,613,597.

## **ITEM 5: FEES AND COMPENSATION**

### **Investment Advisory Services**

Unless otherwise negotiated and memorialized in the client's investment advisory agreement, SimpliFi charges an annualized quarterly management fee based on the market value of the assets under management ("AUM") in the client's account(s), including cash and cash equivalents, as of the close of business on the last business day of the previous calendar quarter based on the following tiered schedule:

<b>Assets Under Management</b>	<b>Annual Advisory Fee</b>
First \$50,000	2.00%
Next \$200,000	1.25%
Next \$250,000	0.90%
Above \$500,000.01	0.70%

Accordingly, the first \$50,000 in the account will have fees charged at 2% per year, the next \$200,000 in the account will have fees charged at 1.25% per year, the next \$250,000 in the account will have fees charged at .9% per year, and the balance of money in the client's account that is above \$500,000.01 will have fees charged at .7% per year

These fees are calculated and charged quarterly in advance. This means that the greater a Client's AUM is, the lower the Client's investment advisory fee will be. To calculate these breakpoints, SimpliFi will household Client Accounts. SimpliFi defines a household as all individuals living at the same residential address, regardless if married or not. Consequently, the annual fee rate is calculated based upon the breakpoint achieved (if any) based on the combined assets of all Client Accounts within a household.

Advisory fees are automatically debited from the client's account(s) held by the Custodian as soon as practicable following the last business day of each calendar quarter. The formula used for the calculation is as follows: (Annual Rate) x (Total Assets Under Management at Quarter-End) x (# of Days in Advance Quarter / # Days in Current Year). Advisory fees are prorated based on the number of days that the Account(s) are open during the quarter. Should the client open the account during a quarter, billing will not start until the first day of the following quarter and the billing will include the prorated advisory fees from the date of inception of the Account to the last day of the prior quarter. SimpliFi will prorate advisory fees for net contributions and



withdrawals made during a quarter that exceed \$10,000. If SimpliFi's services are terminated mid-quarter, any paid, unearned fees will be promptly refunded to the client. The number of days the account was managed during the quarter until termination is used to determine the percentage of the management fee earned (based on the total number of days in the quarter) and the balance is refunded.

Each client account will typically be billed individually for its respective share of fees owed to SimpliFi, unless instructed otherwise. Generally, if there is not enough liquid cash in the client's account(s), SimpliFi will instruct the Custodian to liquidate the necessary positions in such account(s) to cover the amount of the advisory fees owed, plus any additional related fees.

### **Financial Planning Service Fees**

Fees for financial planning services are separate from SimpliFi's investment advisory service fees. For our financial planning services, SimpliFi charges an hourly fee of \$400/hour, unless otherwise negotiated and memorialized in a separate schedule to this Agreement.

### **Negotiated Fees**

Any exceptions to SimpliFi's published fee schedule in this Form ADV for either investment advisory services or financial planning services will be noted in a separate schedule to the client's investment advisory agreement. No increase in the fee schedule will be effective without prior written notification to the client.

### **Other Fees and Costs**

In addition to SimpliFi's advisory fees, Clients may also incur certain charges or fees imposed by third parties other than SimpliFi. Such charges may include, but are not limited to: mutual fund 12b-1 fees, certain deferred sales charges on previously purchased mutual funds transferred into the Account(s), other transaction related fees, custodial fees, IRA and Qualified Retirement Plan fees, interest charged on margin borrowing, bank service fees, interest charged on debit balanced, "spreads" imposed by brokers and dealers representing implicit transaction costs, commissions and transfer taxes. Information regarding fees or charges assessed by any mutual funds held in client accounts is available in the appropriate prospectus.

### **Additional Information Concerning Fees**

For fees are automatically deducted from the client's account, the client adheres and acknowledges the following:

- The custodian sends statements at least quarterly to the client showing all disbursements from the brokerage account, including the amount of the advisory fees; and
- The client provides authorization through the written investment advisory agreement to the custodian permitting SimpliFi to be directly paid by these terms.

Either party can terminate the investment advisory agreement at any time by providing written notice to the other party. In accordance with the terms of the client agreement, upon termination, the client will receive a pro-rata refund of any unearned fees. The client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the client. No interest will be added to refunds under these circumstances.



A client could invest in a mutual fund directly, without the services of SimpliFi. In that case, the client would not receive the services provided by SimpliFi, which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate for the client's financial situation and objectives. Accordingly, clients should review both the fees charged by the funds and the fees charged by SimpliFi to fully understand the total amount of fees to be paid, and to evaluate the advisory services being provided.

Clients should be aware that the receipt of compensation itself creates an inherent conflict of interest and could affect the judgment of these individuals when making recommendations.

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

SimpliFi does not charge performance-based fees (i.e., fees calculated based on a share of capital gains on or capital appreciation of the client's assets or any portion of the client's assets). Consequently, SimpliFi does not engage in side-by-side management of accounts that are charged a performance-based fee with accounts that are charged another type of fee (such as assets under management). As described above, the Firm provides its services for a fixed fee, hourly charges and/or based upon a percentage of assets under management. Notably, accounts that are managed in the same style (e.g., moderately aggressive) may not be managed the same way due to the client's overall investment objective, discretion of the investment professional assigned to the account, asset size and account restrictions.

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

SimpliFi provides independent, objective advice regarding investments and planning for individuals, and high net-worth individuals. There is no minimum required to open and maintain an investment advisory account.

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

### **Methods of Analysis, Sources of Information and Investment Strategies**

When SimpliFi is engaged to provide investment advice, the client's current financial situation, needs, goals, objectives, and tolerance for risk are first evaluated.

In addition to several in person or telephonic interviews with a new client, the client is required to complete a questionnaire to assist SimpliFi in formulating the client's investment objectives. Copies of certain client documents may be requested by SimpliFi to assist in conducting a more complete evaluation of the client's objectives and to devise an investment objective. SimpliFi will reasonably request certain of the following documents: insurance policies, wills, tax returns, and other documents depending upon the client's circumstances, in order to permit a complete financial evaluation. SimpliFi shall not be required to verify any information obtained from the client, client's attorney, accountant, or other professionals, and is expressly authorized to rely thereon.

Investment management is the design and management of balanced investment portfolios tailored to meet the client's specific needs. The SimpliFi investment committee consists of Jane Edmondson and Eric Sigdestad. Jane has an MBA in Finance and is a former Institutional Portfolio Manager who provides independent consulting and research to SimpliFi. Eric Sigdestad, CEO and Chief Compliance Officer, makes all final investment decisions for clients of the firm. It is the investment committee's core belief that asset allocation and portfolio diversification is a crucial element in seeking long-term investment success. The appropriate asset allocation strategy is derived by assessing the goals and circumstances of each client and selecting the portfolio model that we believe best suits their level of risk tolerance, overall investment objective, and time horizon.

Asset level and sector classifications are sourced from the Schwab research platform and Morningstar. The asset allocation mix of each model is based on past historical risk-adjusted asset class performance dating back to 1970 sourcing Schwab's historical data. In addition to the use of mutual funds and ETFs (exchange traded funds) in specific asset class categories, portfolios are tactically up-weighted or down-weighted. Weighting with regard to asset classes are based on macro-economic inputs to account for the direction of interest rates, tax law changes, and/or currency fluctuations. World allocation funds may also be utilized facilitate an element of country rotation.

The Schwab Institutional research platform and Morningstar research is utilized to select investments in each category. Past historical performance of each fund is reviewed over a 3, 5, 10, and inception-to-date basis. Investments should be above median in performance relative to their peers and must consistently outperform their respective benchmarks in both up and down markets. Funds with a longer track record of performance (at least 5 years) are preferred. When a 5 year track record is not available for a fund, the investment committee may review similar investments manufactured by that same firm for guidance (e.g. If a firm who manages a Separately Managed Account were to roll out a mutual fund designed to mimic the SMA's investment philosophy, portfolio holdings, trading, etc.). Fund family, manager tenure, current fund assets and historic asset growth, portfolio holdings, asset allocation, expense ratio, portfolio turnover, risk-adjusted return, alpha, beta, standard deviation of returns, up/down performance, correlation among funds, yield, and portfolio overlap are all considered during the selection of funds for use in the model portfolios.

Model investments are continuously monitored for performance, personnel or organization change, style drift, and/or ratings changes. In the event that changes have occurred with any of the underlying model investments, the investment will be placed under "review" for a specified period of time before any action is taken. However, if significant changes have occurred within the model investment(s), changes can be made immediately. This is consistent with the disciplined and unemotional approach utilized during our manager selection process. Past performance is not guarantee of future results.

### **Risk of Loss**

SimpliFi's investment recommendations are subject to various markets, geographical, currency, economic, political and business risk 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 their account, which clients should be prepared to bear. There can be no assurance that a client's investment objectives will be obtained and no inference to the contrary is being made.

The primary risks involved in the securities recommended by SimpliFi may include, among others:

- *Stock market risk*, which is the chance that stock prices overall, will decline. The market value of equity securities will generally fluctuate with market conditions. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. Prices of equity securities tend to fluctuate over the short term as a result of factors affecting the individual companies, industries or the securities market as a whole. Equity securities generally have greater price volatility than fixed income securities.
- *Sector risk*, which is the chance that significant problems will affect a particular sector, or that returns from that sector will trail returns from the overall stock market. Daily fluctuations in specific market sectors are often more extreme than fluctuations in the overall market.
- *Issuer risk*, which is the risk that the value of a security may decline for reasons directly related to the issuer, such as management performance, financial leverage, and reduced demand for the issuer's goods or services.
- *Non-diversification risk*, which is the risk of focusing investments in a small number of issuers, industries or foreign currencies, including being more susceptible to risks associated with a single economic, political or regulatory occurrence than a more diversified portfolio might be.
- *Value investing risk*, which is the risk that value stocks may not increase in price, may not issue the anticipated stock dividends, or may decline in price, either because the market fails to recognize the stock's intrinsic value, or because the expected value was misgauged. If the market does not recognize that the securities are undervalued, the prices of those securities might not appreciate as anticipated. They also may decline in price even though in theory they are already undervalued. Value stocks are typically less volatile than growth stocks but may lag behind growth stocks in an up market.
- *Smaller company risk*, which is the risk that the value of securities issued by a smaller company may go up or down, sometimes rapidly and unpredictably as compared to more widely held securities. Investments in smaller companies are subject to greater levels of credit, market and issuer risk.
- *Foreign (non-U.S.) investment risk*, which is the risk that investing in foreign securities may result in the portfolio experiencing more rapid and extreme changes in value than a portfolio that invests exclusively in securities of U.S. companies. Investments in emerging markets are generally more volatile than investments in developed foreign markets.
- *Interest rate risk*, which is the chance that bond prices overall will decline because of rising interest rates. Similarly, the income from bonds or other debt instruments may decline because of falling interest rates.

- *Credit risk*, which is the chance that a bond issuer will fail to pay interest and principal in a timely manner, or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline.
- *Exchange Traded Fund (ETF) risk*, which is the risk of an investment in an ETF, including the possible loss of principal. ETFs typically trade on a securities exchange and the prices of their shares fluctuate throughout the day based on supply and demand, which may not correlate to their net asset values. Although ETF shares will be listed on an exchange, there can be no guarantee that an active trading market will develop or continue. Owning an ETF generally reflects the risks of owning the underlying securities it is designed to track. ETFs are also subject to secondary market trading risks. In addition, an ETF may not replicate exactly the performance of the index it seeks to track for a number of reasons, including transaction costs incurred by the ETF, the temporary unavailability of certain securities in the secondary market, or discrepancies between the ETF and the index with respect to weighting of securities or number of securities held.
- *Management risk*, which is the risk that the investment techniques and risk analyses applied by SimpliFi may not produce the desired results and that legislative, regulatory, or tax developments, may affect the investment techniques available to the Firm. There is no guarantee that a client's investment objectives will be achieved.

Prior to entering into an agreement with SimpliFi, a client should carefully consider:

- committing to investment 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, usually a minimum of three to five years;
- that volatility from investing in global capital markets can occur; and
- that over time the client's assets may fluctuate and at any time be worth more or less than the amount invested

SimpliFi does not represent, guarantee or imply that the services or methods of analysis employed can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Past performance is no guarantee of future results.

## **ITEM 9: DISCIPLINARY INFORMATION**

Registered investment advisers such as SimpliFi 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 SimpliFi or the integrity of its management. SimpliFi does not have any such legal or disciplinary events to discuss.

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

Eric Sigdestad and Sean Nisil are Notary Publics and provide this service to clients on a complimentary basis. Although Mr. Sigdestad and Mr. Nisil will devote as much time to the business and affairs of SimpliFi as they believe are necessary to deliver the financial planning,

consulting, investment advisory services described herein, they may devote a portion of their time to these other businesses activities.

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

### **Code of Ethics Summary**

SimpliFi has adopted a Code of Ethics (“Code”) in compliance with Rule 204A-1 under the Investment Advisers Act of 1940, as amended. SimpliFi as a fiduciary has a duty of utmost good faith to act solely in the best interests of clients. Clients entrust SimpliFi with their money and financial future, which in turn places a high standard of conduct and integrity. Fiduciary duty compels all employees to act with the utmost integrity in all of dealings.

Because SimpliFi's investment professionals and associated persons can transact in the same securities for their personal accounts as they may buy or sell for client accounts, it is important to mitigate potential conflicts of interest. To that end, SimpliFi has adopted a standard of conduct for all of its supervised persons in the form of a Code of Ethics (“Code”), which all SimpliFi associated persons must follow. This Code provides personnel with guidance in their ethical obligations regarding their personal securities transactions and fiduciary duties formulating the basis of all of our client dealings. Specifically, the Code requires personnel to obtain written pre-approval of certain securities, report personal trades and holdings, and prohibits certain trades in certain circumstances (e.g., insider trading). The Code also contains procedures for reporting violations and enforcement. The Code is distributed to personnel for review initially upon hire and anytime an amended version is adopted. SimpliFi will provide a copy of our current Code of Ethics to any client or prospective client upon request.

SimpliFi obtains information from a wide variety of publicly available resources. SimpliFi and its personnel do not have, nor claim to have, insider or private knowledge.

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

Clients are advised that they are not required to affect any securities transactions SimpliFi may recommend as a result of a Financial Planning engagement and may use any broker/dealer they chose to implement recommendations made by SimpliFi. Clients are also under no obligation to act upon any recommendations we may make as a result of a Financial Planning engagement.

SimpliFi’s employees occasionally buy or sell securities for their own accounts that the firm buys or sells for its client accounts. The Firm understands that this could create a conflict of interest, where the employee’s interest may be at odds with the interest of clients. To mitigate the appearance of or actual conflict, SimpliFi has adopted a Code of Ethics (“Code”) with which all employees must comply.

### **Principal/Cross Transactions**

It is SimpliFi’s policy not to enter into any principal transactions or agency cross transactions on behalf of client accounts. Principal transactions occur where an adviser, acting as principal for its

own account, buys securities from or sells securities to any advisory client. Agency cross transactions occur where a person acts as an investment adviser in relation to a transaction in which the adviser, or an affiliate of the adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Should SimpliFi ever decide to affect cross-trades between client accounts, it will comply with the provisions of Rule 206(3) of the Advisers Act.

## **ITEM 12: BROKERAGE PRACTICES**

### **Custodian and Brokers Used by SimpliFi**

Clients must maintain assets in an account at a “qualified custodian,” generally a broker-dealer or bank. SimpliFi recommends its clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. SimpliFi is independently owned and operated, and unaffiliated with Schwab. Schwab will hold client assets in a brokerage account and buy and sell securities when SimpliFi instructs them to do so.

While SimpliFi recommends that its clients use Schwab as custodian/broker, the client must decide whether to do so and open accounts with Schwab by entering into account agreements directly with Schwab. SimpliFi does not open accounts for clients, although might assist them in doing so. Not all advisors request their clients to use a particular broker-dealer or other custodian selected by the advisor.

### **How SimpliFi Selects Brokers/Custodians**

SimpliFi seeks to recommend a custodian/broker who will hold client assets and execute transactions on terms that are, overall, most advantageous when compared to other available providers and their services. SimpliFi considers a wide range of factors, including, among others:

1. Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
2. Capability to execute, clear, and settle trades (buy and sell securities for client accounts)
3. Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
4. Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.)
5. Availability of investment research and tools that assist SimpliFi in making investment decisions
6. Quality of services
7. Competitiveness of the price of those services (commission rates, other fees, etc.) and willingness to negotiate the prices
8. Reputation, financial strength, and stability
9. Prior service to SimpliFi and our other clients
10. Availability of other products and services that benefit SimpliFi, as discussed below (see *Products and Services Available to SimpliFi From Schwab*)



## **Client Brokerage and Custody Costs**

For our clients' accounts that Schwab maintains, Schwab generally does not charge separately for custody services. However, Schwab receives compensation by charging commissions or other fees on trades that it executes or that settle into clients' Schwab accounts.

In addition to commissions, Schwab charges a flat dollar amount as a "prime broker" or "trade away" fee for each trade that executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into a client's Schwab account. These fees are in addition to the commissions or other compensation the client pays the executing broker-dealer. Because of this, in order to minimize trading costs, SimpliFi has Schwab execute trades for client accounts. We have determined that having Schwab execute trades is consistent with our duty to seek "best execution" of client trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see *How We Select Brokers/Custodians*).

## **Products and Services Available to SimpliFi from Schwab**

Schwab Advisor Services™ (formerly called Schwab Institutional®) is Schwab's business serving independent investment advisory firms like SimpliFi. They provide SimpliFi and our clients with access to their institutional brokerage, trading, custody, reporting, and related services, many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts; others help SimpliFi manage and grow its business. Schwab's support services generally are available on an unsolicited basis (we do not have to request them).

Following is a more detailed description of Schwab's support services:

### **Services That Benefit Our Clients**

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

### **Services That May Not Directly Benefit Our Clients**

Schwab also makes available to SimpliFi other products and services that benefit the firm but may not directly benefit our clients or their accounts. These products and services assist SimpliFi in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

1. Provide access to client account data (such as duplicate trade confirmations and account statements)
2. Facilitate trade execution and allocate aggregated trade orders for multiple client accounts



3. Provide pricing and other market data
4. Facilitate payment of our fees from our clients' accounts
5. Assist with back-office functions, recordkeeping, and client reporting

#### *Services That Generally Benefit Only SimpliFi*

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

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

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

#### *SimpliFi's Interest in Schwab's Services*

The availability of these services from Schwab benefits SimpliFi because the firm does not have to produce or purchase them. These services are not contingent upon SimpliFi committing any specific amount of business to Schwab in trading commissions. SimpliFi believes the selection of Schwab as custodian and broker is in the best interests of its clients.

SimpliFi primarily supports our selection of Schwab by the scope, quality, and price of Schwab's services (see *How SimpliFi Selects Brokers/Custodians*, above), not just Schwab's services that benefit SimpliFi.

### **Research and Other Benefits**

#### **"Bundled Services"**

SimpliFi may receive from Schwab without cost (or at a discount), support services and/or products that benefit SimpliFi but may not directly benefit our clients' accounts. Schwab makes available products and services that might be used to service all or some substantial number of SimpliFi's accounts. Schwab makes available products and services that assist SimpliFi in managing and administering clients' accounts including software and other technology that:

1. provide access to client account data (such as trade confirmations and account statements);
2. facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
3. provide research, pricing and other market data;
4. facilitate payment of SimpliFi's fees from our clients' accounts; and

5. assist with back-office functions, recordkeeping, and client reporting.

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

1. compliance, legal and business consulting;
2. publications and conferences on practice management and business succession; and
3. access to employee benefits providers, human capital consultants, and insurance providers.

Schwab may make available, arrange, and/or pay third-party vendors for the types of services provided to SimpliFi. Schwab can discount or waive fees it would otherwise charge for some of these services, reimburse SimpliFi for the cost of conferences or related expenses, or pay all or a part of the fees of a third-party providing these services to SimpliFi. Schwab may also provide other benefits such as educational events or occasional business entertainment of SimpliFi personnel.

As part of our fiduciary duty to clients, SimpliFi endeavors at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by SimpliFi or our personnel in and of itself creates a conflict of interest and may indirectly influence SimpliFi's recommendation of Schwab for custody and brokerage services.

### **Directed Brokerage**

SimpliFi will not allow clients to direct use to use a specific broker-dealer to execute transactions. Clients must use the broker-dealer that we recommend. Not all investment advisers require their clients to trade through specific brokerage firms. By requiring clients to use Schwab, SimpliFi believes we may be able to more effectively manage the client's portfolio, achieve favorable execution of client transactions, and overall lower the costs to the portfolio.

Since we require most of our clients to maintain their accounts with Schwab, it is also important for clients to consider and compare the significant differences between having assets custodied at another broker-dealer, bank or other custodian prior to opening an account with us. Some of these differences include, but are not limited to: total account costs, trading freedom, transaction fees/commission rates, and security and technology services.

Clients with 401(k) accounts are not required to use Schwab and may appoint a custodian of their choosing.

### **Order Aggregation**

In some cases, SimpliFi will recommend the purchase or sale of the same security for multiple clients at the same time. In those cases, SimpliFi may combine purchase and sale orders for all clients with the same order. SimpliFi will generally allocate the proceeds arising out of those transactions on an average price basis among the various participants in the transactions. SimpliFi believes that by combining orders in this way it will be advantageous to all participants.

However, the average price could be less advantageous to a particular client than if that client had been the only account effecting the transaction or had completed its transaction before the other participants.

SimpliFi can also place orders for the same security for different clients at different times and in different relative amounts due to, among other things, initial transactions for a new client, differences in investment objectives, cash availability, size of order, and practicability of participating in “block” transactions. The level of participation by different clients in the same security may also be dependent upon other factors relating to the suitability of the security for the particular client.

SimpliFi does not combine transactions for personal and proprietary accounts with those of clients when aggregating trades.

### Mutual Funds

While aggregating non-mutual fund trades may benefit clients by purchasing or selling in larger blocks, SimpliFi does not aggregate mutual fund orders, as the daily price is the same for each investor.

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

### **Account Reviews**

#### **Financial Planning Services Reviews**

Typically, Financial Planning Service clients do not receive ongoing reviews, as these services tend to be performed at the request of the client under hourly and/or fixed fee arrangements, as described above in *Item 5: Fees and Compensation*. However, clients that wish to engage SimpliFi for a review of their investments may do so upon request.

#### **Managed Account Reviews**

Eric Sigdestad, CEO and Chief Compliance Officer, and Sean Nisil, Financial Advisor, review all model portfolios on at least a quarterly basis. More frequent reviews might be necessary due to the client’s individual circumstances, economic conditions, and other general factors affecting the performance of a client’s portfolio. The frequency of reviews conducted with clients are determined by SimpliFi based on multiple factors, which typically include but are not limited to the client’s assets under management (AUM) with SimpliFi and the complexity of portfolio services required.

### **Account Reporting**

#### **Financial Planning**

The reporting Financial Planning clients receive is based on the services outlined in the planning agreement. Additional reporting may be arranged for at the request of the client and provided at our discretion.

## **Managed Account Reporting**

Clients will receive transaction confirmations and/or statements at least on a quarterly basis from their account custodians. SimpliFi will also send its own quarterly account reports, which provide a legend urging the client to compare the account reports prepared by SimpliFi with statements received from the qualified custodian. Collectively, these reports will list clients' account holdings as well as interest and dividends for the reporting period.

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

### **Compensation for Client Referrals**

SimpliFi does not pay referral or solicitation fees for the referral of clients.

### **Schwab Support Products and Services**

SimpliFi receives an economic benefit from Schwab in the form of the support products and services they make available to us and other independent investment advisors whose clients maintain their accounts at Schwab. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices). SimpliFi does not base particular investment advice, such as buying particular securities for our clients, on the availability of Schwab's products and services to us.

## **ITEM 15: CUSTODY**

Pursuant to Rule 206(4)-2 of the Advisers Act, SimpliFi 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 SimpliFi client account assets will be maintained with an independent qualified custodian. SimpliFi is also deemed to have custody of clients' funds or securities when clients have standing authorizations with their custodian to move money from a client's account to a third-party ("SLOA") and under that SLOA authorize SimpliFi to designate the amount or timing of transfers with the custodian. The SEC has set forth a set of standards intended to protect client assets in such situations, which SimpliFi follows.

For clients receiving investment advisory services, SimpliFi suggests the account assets to be custodied with Schwab Institutional, a division of Charles Schwab & Co., Inc. ("Schwab"). In addition to the advisory fee charged by SimpliFi, there are transaction charges involved when purchasing and selling securities in client accounts, which are charged by Schwab. A written confirmation of each transaction including all transaction charges will be sent by Schwab to the client immediately following execution of each transaction.

Payment of SimpliFi's fees will be made by Schwab provided the client has given Schwab written authorization permitting the advisory fees to be deducted and paid directly from the client's account. SimpliFi will not have access to client account assets for payment of fees without client consent in writing. Further, Schwab will deliver a monthly account statement directly to the client, which will include all transactions that took place in the account during the period covered and reflect any advisory fees deducted and paid to SimpliFi. Clients are encouraged to review their account statements for accuracy.

## ITEM 16: INVESTMENT DISCRETION

### Discretionary Authority; Limitations

For investment advisory account clients that have granted SimpliFi limited power of attorney and discretion via the written client agreement, SimpliFi will have discretionary authority over:

- the securities to be bought and sold; and
- the dollar amounts of the securities to be bought and sold; the broker-dealer through which transactions will be executed.

However, the Firm's authority may be subject to conditions imposed by a client, an example of which may include where the client restricts or prohibits transactions in securities of a specific company or industry.

## ITEM 17: VOTING CLIENT SECURITIES

### Proxy Voting

It is SimpliFi's policy and practice to not vote proxies on behalf of its clients and therefore, shall have no obligation or authority to take action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in a client's account.

Consequently, the client retains the responsibility for receiving and voting all proxies for securities held within the client's account. SimpliFi shall not be deemed to have proxy authority solely as a result of providing advice or information about a particular proxy vote to a client.

### ERISA

For accounts subject to ERISA, an authorized plan fiduciary other than SimpliFi will retain proxy voting authority. Our investment advisory agreement and/or the plan's written documents will evidence and outline this authority.

### Mutual Funds

The investment adviser that manages the assets of a registered investment company (i.e., mutual fund) generally votes proxies issued on securities held by the mutual fund.

### Class Actions

SimpliFi does not instruct or give advice to clients on whether or not to participate as a member of class action lawsuits and will not automatically file claims on the client's behalf. However, if a client notifies SimpliFi that they wish to participate in a class action, SimpliFi will provide the client with any transaction information pertaining to the client's account needed for the client to file a proof of claim in a class action.

## ITEM 18: FINANCIAL INFORMATION

SimpliFi does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. SimpliFi 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.

# **BROCHURE SUPPLEMENT**

Part 2B of Form ADV

**March 13, 2019**

**ERIC SIGDESTAD, CFP®**

(CRD# 3140614)

**SEAN NISIL, CFP®**

(CRD# 5407497)

**SimpliFi, Inc.**

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San Diego CA 92131

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This brochure supplement provides information about Eric Sigdestad and Sean Nisil that supplements the SimpliFi, Inc.'s ("SimpliFi") brochure. You should have received a copy of that brochure. Please contact our Chief Compliance Officer at 858-695-6600 if you did not receive SimpliFi, Inc.'s brochure or if you have any questions about the contents of this supplement. Thank you. Additional information about the above named individuals is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



## **ERIC SIGDESTAD, CFP® (CRD# 3140614)**

### **Item 2: Educational Background and Business Experience**

**Born:** 1976

#### **Educational Background:**

- California State University, Fullerton, Fullerton, California, B.A. - Finance, 1998
- California Insurance License: 0C43424

#### **Business Background:**

- SimpliFi, Inc. (formerly Sigdestad Financial, Inc.), Chief Executive Officer / Chief Compliance Officer, August 2010 - Present
- Purshe Kaplan Sterling Investments, Registered Representative, September 2010 - October 2013
- LPL Financial (dba Sigdestad Financial), Registered Principal, January 2008 - August 2010
- Financial Network Investment Corporation (dba Sigdestad Financial), Investment Adviser Representative, May 2005 - December 2007

#### **Explanation of Professional Designation:**

*Certified Financial Planner*<sup>™</sup> (CFP®) attained January 2004

The CERTIFIED FINANCIAL PLANNER<sup>™</sup>, CFP® and federally registered CFP (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services and attain a bachelor’s degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances;

- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board’s *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### **Item 3: Disciplinary Information**

Eric Sigdestad, as an investment adviser representative of SimpliFi, Inc., is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of him. Mr. Sigdestad has no applicable legal or disciplinary events required to be disclosed under this Item.

### **Item 4: Other Business Activities**

Mr. Sigdestad is also a Notary Public and provides this service to his clients on a complimentary basis.

### **Item 5: Additional Compensation**

Mr. Sigdestad does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through SimpliFi, Inc.

### **Item 6: Supervision**

Eric Sigdestad is the CEO and Chief Compliance Officer of SimpliFi, Inc. As such, Mr. Sigdestad is responsible for all advice provided to clients. Mr. Sigdestad can be contacted at (858) 695-6600 or [eric@retiremeasap.com](mailto:eric@retiremeasap.com).

## **SEAN NISIL, CFP® (CRD# 5407497)**

### **Item 2: Educational Background and Business Experience**

**Born:** 1984

#### **Educational Background:**

- Biola University, La Mirada, CA, B.A. - Theology, 2007
- Miramar Community College, San Diego, CA, attended 2003
- University of Hawaii, Manoa, HI, attended 2002

#### **Business Background:**

- SimpliFi, Inc. (formerly Sigdestad Financial, Inc.), Financial Advisor, May 2014 - Present
- WheelerFrost Associates, Inc., Financial Advisor, September 2011 - May 2014
- Lord and Gladden, Advisor Representative, May 2007 - September 2011

#### **Explanation of Professional Designation:**

*Certified Financial Planner™ (CFP®)* attained November 2017

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The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services and attain a bachelor’s degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and

- Ethics – Agree to be bound by CFP Board’s *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### **Item 3: Disciplinary Information**

Sean Nisil, as an investment adviser representative of SimpliFi, Inc., is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of him. Mr. Nisil has no applicable legal or disciplinary events required to be disclosed under this Item.

### **Item 4: Other Business Activities**

Mr. Nisil is also a Notary Public and provides this service to his clients on a complimentary basis.

### **Item 5: Additional Compensation**

Sean Nisil’s only compensation comes from his regular salary and bonuses at SimpliFi, Inc.

### **Item 6: Supervision**

Eric Sigdestad, CEO and Chief Compliance Officer, is responsible for supervising Sean Nisil’s activities. Eric Sigdestad monitors the advice provided by Sean Nisil for consistency with client objectives and SimpliFi’s policies. Eric Sigdestad can be reached by calling (877) 692-6800.