



PART 2A APPENDIX 1 OF FORM ADV:

***WRAP FEE PROGRAM BROCHURE***

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Brochure Updated On

March 29, 2019

This wrap fee program brochure provides information about the qualifications and business practices of Guardian Pointe Private Wealth Management, LLC also referred to as “Guardian Pointe”, “GPPWM”, “GP”, or “Firm”. If you have any questions about the contents of this brochure, please contact us at 1-844-944-1044 or by email to [support@guardianpointepwm.com](mailto:support@guardianpointepwm.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 Guardian Pointe also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://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 284460.

## ITEM 2: MATERIAL CHANGES

This Brochure dated March 29, 2019 serves as an update to the Brochure dated May 01, 2018. While there have been no material changes to the Brochure, we have made certain routine updates.

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## ITEM 4: SERVICES, FEES AND COMPENSATION

### Services

GP is able to provide individual Clients tailored holistic investment management services for personal investment assets, both non-IRA and IRA plans, 401K, 403B plans, pension and profit sharing plans, trusts and estates. GP may also manage investment assets held by charitable organizations, corporations and other business entities as Clients.

Before investing, GP Advisors will establish with each Client an understanding of their investment goals, risk tolerance, and any other pertinent factors by having the

Client completes an Asset Allocation Questionnaire, Risk Tolerance & Investment Policy Statement, and the Wrap Fee Investment Advisory Agreement.

The Wrap Fee Investment Advisory Agreement between GP and the Client may be modified upon such terms as may be mutually agreed upon in writing.

We sponsor the GP Wrap Fee Brochure, a Wrap Fee Program (“WFP”). A WFP is an advisory program in which a specified fee or fees are based on the client’s assets being managed is charged by the Firm. This fee is inclusive of advisory services, which may include Third-Party Investment Advisor(s) (the “TPIA”), commonly known as portfolio management services or advice concerning the selection of various other investments, as well as custodial and administrative services.

This WFP Brochure is limited to describing the services, fees, and other necessary information clients should consider prior to becoming a client within the WFP.

You may view our Firm Brochure on our website at [www.guardianpointepwm.com](http://www.guardianpointepwm.com) or you can email a request for a copy to [jmoore@guardianpointepwm.com](mailto:jmoore@guardianpointepwm.com), or by calling us at 844-944-1044.

### Model Portfolio Management Program

Through the GP WFP, clients are provided with portfolio management services using model and/or asset allocation portfolios. Each model portfolio focuses a particular investment goal.

Through personal discussions between the advisor and the client in which the client's goals and objectives are established, it is determined which model or allocations are suitable to the client's circumstances. It is important to note that models & allocations are managed by the TPIA based on each individual model or allocation. If the client's personal circumstances change, they should contact their advisor to consider reallocating their portfolio accordingly.

Clients, nevertheless, have the opportunity to place reasonable restrictions on the types of investments to be held in their account. Clients retain individual ownership of all securities.

Account supervision is guided by the client's stated objectives (i.e., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations.

The individuals associated with GP who provide our investment advisory services serve as the client's investment advisor representative (the "IAR"). The IAR assists the client in understanding the nature of the GP Wrap Fee Brochure and determining its suitability, identifying the client's investment objectives, establishing the client's risk tolerance; all based on information provided by the client concerning their financial situation, personal and financial goals, risk tolerance, investment time horizon and other similar factors.

After assisting in its development, the IAR may provide a copy of the client's investment profile to the Third-Party Investment Advisor (the "TPIA"), also commonly known as a portfolio manager or investment manager, for implementation. The IAR may continue to monitor the client's WFP account to evaluate if the investment style and portfolio model selected by the client continues to match the Client's investment profile. The IAR must meet with the client at least annually (either in person or via telephone) to evaluate the client's ongoing participation and specifically determine whether there has been any change in the client's financial circumstances. Any such changes by the Client will be communicated & facilitated by the IAR with the TPIA.

A complete description of the IAR's services, fee schedules and account minimums (if any) will be disclosed in the IAR's applicable Form ADV disclosure brochure(s) which will be provided to clients at the time an agreement for services is executed and account is established.

## **Fees**

The annualized fees for this WFP are charged as a percentage of the value of the client's portfolio, according to the WFP Table 1 schedule:

<b>WRAP FEE PROGRAM – Table 1</b>	
<b>Managed Assets</b>	<b>Percentage of Assets</b>
<b>Assets under \$250,000.99</b>	<b>2.48%</b>
<b>Assets between \$250,001 - \$500,000.99</b>	<b>2.38%</b>
<b>Assets between \$500,001 - \$750,000.99</b>	<b>2.28%</b>
<b>Assets between \$750,001 - \$1,000,000.99</b>	<b>2.18%</b>
<b>Assets between \$1,000,001 - \$1,500,000.99</b>	<b>2.08%</b>
<b>Assets between \$1,500,001 - \$2,000,000.99</b>	<b>1.98%</b>
<b>Assets between \$2,000,001 - \$3,000,000.99</b>	<b>1.88%</b>
<b>\$3,000,001.00 and above</b>	<b>1.78%</b>

The WFP fees are charged quarterly in advance based on the ending account balance as of the last business day of the prior quarter month.

The WFP will be calculated as follows:

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

If management begins after the start of a month, WFP fees will be prorated accordingly. When authorized by the client, fees will be debited from

the account in accordance with the terms set forth in the Wrap Fee Investment Advisory Agreement.

The minimum amount required to open an account is \$250,000 for asset management services. However, in its sole discretion, the GP Advisor may waive or lower this minimum. Advisors that elect to lower the required minimum asset amount to open an account for a Client will specify that a minimum quarterly fee of \$75.00 per individual per account will take precedence over the GP Management Fee as stated in the WFP under Table 1.

On the client's behalf, GP pays a portion of the Wrap Fee it receives from the client to the TPIA for that portfolio management services to the client, calculated on the value of assets in the client's account managed by that particular investment manager. The TPIA fees will typically range between 0.40% to 1.00% (40 to 100 basis points (bps)) of the fee paid to our firm.

Although these amounts may be changed from time to time without notice to clients, such changes will not impact the total Wrap Fee paid by clients.

The WFP fees pay for our firm's advisory services to clients, brokerage/custodial fees as well as administrative expenses of the WFP.

GP utilizes broker-dealers and custodial services for executing securities transactions for Clients in the WFP. These services are currently available through Folio Institutional, A division of FOLIO Investments, Inc., TD Ameritrade Institutional, and Kingdom Trust. Kingdom Trust will typically be used when assets can not be held in Folio Institutional or TD Ameritrade Institutional. The types of assets that utilize Kingdom Trust would typically be unregistered REITs, individual bonds, self-directed IRA(s), etc. These broker/custodial and administrative costs are included in the WFP.

The WFP fees do not include expenses of mutual funds and electronically traded funds (ETFs), mark-ups, mark-downs, or spreads paid to market makers, and/or odd-lot differential fees.

### **Other Fees and Expenses**

Clients may incur charges for other account services provided but not directly related to the execution and clearing of transactions included in the WFP. These fees include, but not limited to, IRA custodial fees, safekeeping fees, wire transfer fees, interest charges on margin loans, exchange fees, fees for transfers of securities, and account closing fees. Additionally, clients may purchase individual securities outside of the WFP. The client will incur a \$3.95 charge for the purchase and \$3.95 for the sale of each individual securities that the Client chooses to hold outside of TPIA managed models and allocations. These fees are sometimes referred to as "Step Out Fees". GP and its Advisors receives no compensation from these charges/fees stated above. These fees vary from custodian to custodian and a detailed list of these fees are available on each custodian's web site or through your IAR.

### **Additional Information about WFP Fees**

Under the WFP, the participant receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified WFP Fee. Clients are cautioned that depending on the level of fees charged by the executing broker-dealer, and the amount of portfolio activity in the clients' account, the value of the services provided under this WFP may exceed the total cost of such services had they been provided separately. In addition, the WFP Fee may be higher or lower than that charged by other sponsors of comparable WFPs. Additionally, a disparity in wrap fees may exist between the wrap fees charged to other clients.

## **General Information**

### **Termination of the Advisory Relationship:**

A client agreement may be canceled at any time, by either party, for any reason upon receipt of 5 business days written notice. [As disclosed above, certain fees are paid in advance of services provided.] Upon termination of any account, any prepaid, unearned fees will be promptly refunded. [In calculating a client's reimbursement of fees, we will pro rate the reimbursement according to the number of days remaining in the billing period.]

Once a Client account has been transferred (closed), the Client will be contacted by GP to facilitate a pro rata fee refund. GP 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 Clients will be calculated as follows:

Fees paid to GP during the current calendar quarter divided ( $\div$ ) by the number of days in the current quarter multiplied( $\times$ ) by the number of days remaining until the end of current calendar quarter equals the amount to be refunded. Further explanation:

\*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@guardianpointepwm.com](mailto:info@guardianpointepwm.com).

The client has the right to terminate an agreement without penalty within 5 business days after entering into the agreement.

### **Mutual Fund Fees:**

While GP does not promote or receive compensation from Mutual Funds as part of the WFP. Circumstances could exist where Mutual Funds are incorporated into the WFP. WFP fees paid to GP for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

### **Exchange-Traded Funds:**

Shares of ETFs held in client accounts are bought and sold on an exchange and not, like mutual funds, directly from the fund itself. The price of ETF shares fluctuates in accordance with changes in the net asset value (NAV) per share, as well as in response to market supply and demand. Accordingly, ETF shares may trade at a price which differs from NAV per share of the ETF.

### **Grandfathering of Minimum Account Requirements:**

Pre-existing advisory clients are subject to GP's minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

## **ERISA Accounts:**

GP is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, our firm is subject to duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, GP may only charge fees for investment advice and management services. GP and/or our related persons do not receive any commissions or 12b-1 fees.

## **Limited Prepayment of Fees:**

Under no circumstances do we require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

## **ITEM 5: ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS**

### **Minimum Account Requirements**

Participation in this WFP may be subject to certain minimum account requirements. For a more detailed understanding of these requirements, please review the disclosures provided in the preceding section.

Minimum amount generally required to open an account is \$250,000 for asset management services. However, in its sole discretion, the IAR may waive or lower this minimum.

### **Types of Clients**

GP may provide advisory services in the GP WFP, where appropriate, to:

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

## **ITEM 6: PORTFOLIO MANAGER SELECTION AND EVALUATION**

### **Portfolio Manager Selection**

As previously disclosed, GP recommends the services of a TPIA to provide asset management services to our clients based on the client's individual needs. GP Advisors may recommend the use of A Smarter Way To Invest, LLC. ("ASWTI") as its TPIA. If chosen, the Client's assets will then be managed by the TPIA based upon the stated investment objectives of the client. ASWTI has a selection of portfolio models. In some cases, where the client's investment profile doesn't match any of ASWTI's portfolio models, ASWTI has access to additional TPIAs and/or Sub-Advisors as well as Advisors may consider other TPIAs offered through the custodian.

The Firm's recommendation of a TPIA is subject to our due diligence requirements. GP will not recommend the use of a TPIA unless it is registered or exempt from registration as an investment advisor in the client's home state. We evaluate TPIAs based on information provided by that TPIA,

including descriptions of its investment process, asset allocation strategies, sample portfolios, and the TPIA's disclosure brochure. We also analyze performance, risk characteristics and management style. TPIA performance is reviewed periodically.

Circumstances under which a TPIA might be removed include (but are not limited to) poor performance, significant departure from the TPIA's stated investment discipline, or material changes in the organization. Similarly, GP may, as an alternative, recommend changing TPIAs for any of the foregoing or other reasons, including a client's dissatisfaction.

### **Portfolio Performance Reporting**

As disclosed in Services, Fees and Compensation (Item 4), participating clients' assets are managed by TPIAs or sub-advisors thereof. These firms may provide clients with periodic newsletters and performance reporting.

CJ periodically reviews TPIAs that provide sub-advisory services to CJ Clients to determine their ongoing utility. CJ includes in its review the underlying expenses, relative performance, limitations of strategies and correlations to other TPIAs. CJ seeks to provide its Clients with a suite of diverse TPIAs.

### **Performance History:**

GP evaluates the relative and absolute performance history of each prospective TPIA to examine performance during various market conditions.

### **Investment Cost:**

GP may examine the cost of underlying holdings, where applicable, in order to determine if a given TPIA has any conflicts of interest or if a TPIA has an excessively expensive strategy. Because our managed fees are wrapped, GP looks to minimize any expense which cannot be reimbursed such as ETF and mutual fund expenses. TPIAs may use 1X's, 2X's, 3X's times leveraged and sector-based exchange-traded funds (ETFs) will be evaluated to ensure they are seeking to minimize excessive costs.

### **Total Assets Under Management:**

GP may evaluate the level of assets managed by each TPIA and within each strategy offered by each TPIA. This is to determine the long-term viability and limitations of each strategy which may arise from either insufficient capital or excess capital being associated with each strategy.

### **MAR Ratio:**

GP may examine each TPIA's MAR ratio to determine the relative value of annual performance realized against the largest drawdown each strategy has had over a specific period of time.

Each TPIA employs their own methods of analysis in providing sub-advisory services; each TPIA's specific methods of analysis may be found in their Form ADV Part 2A Brochure or Prospectus which is made available to our Clients via our website [www.guardianpointepwm.com](http://www.guardianpointepwm.com) or in a paper version if requested.

The Firm does not utilize a third party to perform TPIA reviews.

### **Affiliated Portfolio Managers**

#### **Selection of Affiliated Portfolio Managers**

In addition to utilizing portfolio managers unaffiliated with our firm, participating asset managers in this WFP include portfolio managers of firms affiliated with GP through common ownership or control of

our firms (hereinafter referred to as "Affiliated Managers"). GP's processes for evaluating Affiliated Managers are consistent with those used for unaffiliated managers. We recognize the inherent conflicts of interest when assessing Affiliated Managers and assisting clients in selecting investment managers, because GP and/or our affiliates may receive more aggregate fees if clients select an investment manager that is affiliated with our firm. We seek to mitigate some of the associated conflicts of interest by applying these uniform standards to manage clients' assets in a fair and equitable manner.

## **ITEM 7: CLIENT INFORMATION PROVIDED TO IAR**

IARs with our firm are responsible for developing an initial financial profile of the prospective client. Prior to opening an account, we may assist in determining a participant's profile for the WFP by obtaining from the participant appropriate information (i.e., investment objectives, risk tolerance, time horizon, and any reasonable restrictions the client wishes to impose upon the management of the account). Initial investment strategy is jointly determined based on an assessment of the information provided by the client.

While the IAR will provide the client with periodic reminders, it remains the client's responsibility to advise us of any changes to the information previously provided that might impact the ongoing suitability of any prior determined investment strategy(ies) and/or objectives.

The IAR contacts each Client at least annually to verify that there has been no change in the client's financial circumstances and/or investment objectives.

## **ITEM 8: CLIENT CONTACT WITH PORTFOLIO MANAGERS**

The Client's IAR is available to discuss the management and performance of the Client's account and changes in the Client's situation which may have an impact on the management of the Client's account with the TPIA.

Clients are in direct contact with their IAR, but not generally in direct contact with the TPIA. The Advisor provides the TPIA with the clients desired allocation(s) for their portfolio.

## **ITEM 9: ADDITIONAL INFORMATION**

### **Disciplinary Information**

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

### **Other Financial Industry Activities and Affiliations**

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

Advisors of GP may be licensed and appointed to sell numerous insurance products through various insurance companies to assist in fulfilling their Clients planning needs. These insurance products, whether it is life insurance, disability insurance, and fixed or indexed annuities, will be offered through AIP Marketing Alliance, The AIP Group and or Assured Investment Planners. A conflict of interest may arise due to the fact that that Richard A. Kissner is a co-owner of GP and the Chief Executive Officer of AIP Marketing Alliance, The AIP Group and or Assured Investment Planners. They are a national distributor of both fixed life insurance and fixed annuities products. Advisors of GP are compensated for the sale of such insurance products by commissions paid directly from the insurance carrier to the Advisor. These commissions are in addition to fees paid by the Client for assets under management with GP. These conflicts are mitigated because GP 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. GP's Clients are not required to purchase any insurance products recommended by the GP 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, Chief Executive Officer, Chief Investment Strategists, & Chief Compliance Officer of A Smarter Way To Invest, Inc ("ASWTI"). ASWTI is a TPIA which offers asset management services to GP and other registered investment advisory firms, and grants such firms access to ASWTI's various proprietary and non-proprietary investment models and asset allocation strategies. This represents a conflict of interest between the firm and clients, and this is mitigated by subjecting A Smarter Way to Invest's strategies to the same evaluation process of those TPIAs not affiliated with GP. In addition, the IAR and/or the Client may recommend other TPIAs that may better suit their goals, objectives, and risk tolerance.

Ronald J. Briggs, Jr. is the Founder, Principal, Advisor and Chief Compliance Officer of Caitlin John, LLC (CJ), a SEC Registered Investment Advisor Firm. This affiliation is not material to GP's business or its Clients because CJ does not in any way engage with the Advisors or Advisory Clients of GP.

As required, any affiliated investment advisers are specifically disclosed in Section 7.A. on Schedule D of Form ADV, Part 1. (Part 1 of our Form ADV can be accessed by following the directions provided on the Cover Page of this Firm Brochure.)

#### **Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

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

GP and our personnel owe a duty of loyalty, fairness and good faith towards our clients, 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. Our code also provides for oversight, enforcement and recordkeeping provisions.

GP's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. 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.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You can view our Code of Ethics on line at [www.guardianpointepwm.com](http://www.guardianpointepwm.com), or you can email a request for a copy to [jmoore@guardianpointepwm.com](mailto:jmoore@guardianpointepwm.com), or by calling us at 844-944-1044.

GP and individuals associated with our firm are prohibited from engaging in agency cross transactions.

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 clients 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 clients. 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.

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.

We may aggregate our employee and/or IAR trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive fair and equitable treatment of trades. In the instances where there is a partial fill of a particular batched order, we will again allocate all purchases in a fair and equitable manner. Our employee accounts will be included in the allocation.

As these situations represent actual or potential conflicts of interest to our clients, we have established policies and procedures for implementing our firm's Code of Ethics, to prevent and detect our firm's compliance with its regulatory obligations and provide our clients and potential clients with full and fair disclosure of such conflicts of interest.

As disclosed in GP's ADV Part 2A Firm brochure, related persons of our firm are separately registered as licensed as an insurance agent/broker of various insurance companies. Please refer for a detailed explanation of these relationships and important disclosures and/or conflict of interest.

### **Review of Accounts**

Reviews of Client accounts will be conducted on a periodic basis by their (IAR) Investment Advisor Representatives. Reviews may include the following: daily share or investment prices, determining how, or if, price change may affect Client asset allocation strategies, determining whether specific assets should be increased or sold, current risk tolerance, income needs, and other general financial conditions of the client which may influence investment selection.

The Client can also go online at any time to review securities held and managed by GP. This provides the means for viewing daily trades, transactions and valuations.

At least annually, we meet with the client (either in person or over the phone) to review and update, as necessary, the client's investment profile. However, should there be any material change in the client's personal and/or financial situation, we should be notified immediately to determine whether any review and/or revision of the client's investment profile is warranted.

All clients receive account statements from their custodian on at least a quarterly basis or notified of availability through the Custodial portal on the website. Additionally, the TPIA will provide clients with periodic newsletter and performance measurement summary updates.

### **Client Referrals and Other Compensation**

GP does not currently engage solicitors or to pay related or non-related persons for referring potential clients to our firm.

GP does not accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients.

**Financial Information**

As an advisory firm that maintains discretionary authority for client accounts, we are required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. GP has no additional financial circumstances to report.

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

GP has not been the subject of a bankruptcy petition at any time since its inception.