

Item 1 – Cover Page



*UTA, LLC DBA
UPTOWN ADVISORS*

*2800 Main Street
Vancouver, WA 98663*

360-360-0344

March 15, 2024

<http://www.uptownadv.com/>

This Brochure provides information about the qualifications and business practices of UTA, LLC. If you have any questions about the contents of this Brochure, please contact us at 360-360-0344 or jackie@uptownadv.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about UTA, LLC is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for UTA, LLC is 315427.

Item 2 – Material Changes

There are no material changes from our prior January 23, 2023 brochure.

We will ensure that all current clients receive a Summary of Material Changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. A Summary of Material Changes is also included with our Brochure on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for UTA, LLC is 315427. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Jackie Lee Bixby, Chief Compliance Officer of UTA, LLC at 360-360-0344 or jackie@uptownadv.com. Our Brochure is provided free of charge.

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Item 4 – Advisory Business

UTA, LLC dba Uptown Advisors (“UTA” “advisor” “we” or “us”) is a registered investment advisor located in Vancouver, Washington and registered with the SEC since 2021. UTA, LLC’s owner is Asoka G. Weeraratne.

We provide advice to clients regarding the investment of client funds based on the individual needs of each client. We start with a financial plan identifying client needs, concerns, life, and family objectives. Through these personal discussions, we come to understand the client’s short term and long-term goals. Based on each client’s individual circumstances, we create and manage a portfolio to meet those goals and objectives. We further base our strategies on current and expected changes in the economy, interest rates, market conditions, political environment while always considering but not driving decisions on the basis of current tax environment. Quarterly performance statements and at the minimum annual client reviews help us keep up to date on client life changes and needs. Together this process aides our firm and our clients in understanding their needs and circumstances as they change while achieving their goals over time.

We manage these advisory accounts on a discretionary or non-discretionary basis. Account supervision is guided by the client's stated objectives, as well as tax considerations. Clients may impose reasonable restrictions involving liquidity needs, investing in certain securities, types of securities, or industry sectors.

Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice and recommendations regarding mutual funds, exchange traded funds (“ETF”), equities, and fixed income assets. We may also advise certain clients on individual securities and legacy positions in certain circumstances.

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. We may also recommend that part or all of a client’s assets be placed with a subadvisor or third party asset manager, when appropriate.

We also provide financial planning services encompassing one or more aspects of a client's overall financial situation. We gather the information, as required, to provide consulting services requested of us by the client. We carefully review documents supplied by the client. As appropriate, we will introduce clients to unaffiliated, outside professionals (attorneys, accountants, third party administrators, insurance agents, realtors, etc.), or coordinate with existing professionals, to help clients carry out their desired financial plan. Implementation of financial plan recommendations is entirely at the client's discretion.

See Item 8 for a description of our investment strategy.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.

We manage \$ 130,614,566 of Client assets on a discretionary basis and \$ 14,085,578 of Client assets on a non-discretionary basis. This amount was calculated as of December 31, 2023.

Item 5 – Fees and Compensation

A *UTA, LLC charges annual fees for managing Clients' portfolios. The fees charged generally vary between 1.00% and 2.00% of assets under management according to the amount of assets under management and the specific needs of the client; however, fees may be negotiable. UTA, LLC has a household balance minimum of \$25,000. We will make exceptions to this minimum under certain circumstances.*

B *We bill Client quarterly fees in advance and send the custodian a notice of the amount of the fee to be deducted from the Client's account. Fees are paid directly to us from the account by the custodian upon our submission of an invoice to custodian. Payment of fees may result in the liquidation of Client's securities if there is insufficient cash in the account. The fee is based on the market balance of last day of the preceding quarter.*

Financial planning services may be billed at an hourly or fixed fee, which is listed in your planning agreement and range from \$200-\$500 per hour. Planning fees are generally due upon completion of the project.

C *Clients pay brokerage transaction costs and other charges directly to the custodian. See Item 12 – Brokerage Practices. Clients may be required to pay, in addition to UTA, LLC's fee, a proportionate share of any exchange traded fund's or mutual fund's fees and charges. For example, Mutual fund operating expenses are paid out of the fund and are an additional expense incurred by the Client.*

D *Clients pay all advisory fees quarterly in advance.*

Fees for partial quarters at the commencement or termination of this Agreement will be billed on a pro-rated basis contingent on the number of days the account was open during the quarter. Additionally, all service agreements may be terminated at any time by providing us with 30 days written notice. Any compensation paid for services beyond the time the agreement was terminated in writing will be refunded to the Client.

If UTA, LLC has provided the Client a copy of its Form ADV Part 2 less than forty-eight hours prior to entering into any investment advisory contract or if UTA, LLC provided the Client a copy of its Form ADV Part 2 at the time of entering into the investment advisory agreement, then the Client may terminate the investment advisory agreement without penalty within five business days after entering into the contract.

UTA, LLC does not charge any performance-based fees for its services or perform side by side management. Accordingly, this item is not applicable to our firm.

Item 7 – Types of Clients

We provide investment advice to individuals, high net worth individuals, businesses, and ERISA plans. Because each Client is unique, they must be willing to be involved in the planning and ongoing processes. Such involvement does not have to be time consuming, however we want our Clients to remain informed and have a sense of security about their investments. UTA, LLC has a \$25,000 minimum account size for opening to open an account. We will make exceptions to this minimum under certain circumstances.

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

Our Firm investment philosophy, strategy and research methods include a belief that the clients hire us to help them understand how to achieve their individual goals and objectives. We are simply here to be a conduit helping clients manage their financial plan and portfolio considering the complex markets, economy, constantly changing political environment, and tax regime that may affect their ability to meet their goals and objectives. We give advice and manage portfolios considering these complex issues and clients individual needs.

UTA advises and manages client funds based on individual needs. The process of determining the client's best course of action begins with a financial plan that considers differences in the individuals' needs, risks, and objectives. Quarterly performance statements and annual client reviews help us keep up to date on changes in the clients' current needs and life changes.

Our philosophy includes a belief that our job is to help clients navigate a complex financial and economic environment in an organized and informed way that is tailored to their specific circumstances and the macro-economic environment.

We will identify model portfolios, or managers for asset classes and portfolio objectives. This process may incorporate passive investments (ETF's or Indexes) and/or active styles of investing (mutual funds or institutional money managers).

Our analysis considers investment philosophy, strategy transparency, consistency, expertise, research capabilities, track record and overall expenses. Our evaluation is not only as a single

holding within a portfolio but also the overall portfolio risk and performance matrix. Ongoing, we monitor and evaluate the portfolio as a whole as well as the underlying managers using these criteria and in light of the economic environment.

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

We use our best judgment and good faith efforts in rendering services to Client. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Not every investment recommendation we make will be profitable. Investing in securities involves risk of loss that Clients should be prepared to bear. Clients assume all market risk involved in the investment of account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to Clients for:

- any loss that Clients may suffer by reason of any investment recommendation we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or*
- any independent act or failure to act by a custodian of Client accounts.*

It is the responsibility of the Client to give us complete information and to notify us of any changes in financial circumstances or goals.

Item 9 – Disciplinary Information

UTA, LLC is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. No principal or person associated with UTA, LLC has any information to disclose which is applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Certain investment advisor representatives of UTA, LLC licensed insurance agents. They do not currently offer or sell commission-based products. Our firm generally addresses commissionable sales conflicts by not engaging in such transactions.

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

A *UTA, LLC has a Code of Ethics which all employees are required to follow. The Code of Ethics outlines our high standard of business conduct, and fiduciary duty to Clients.*

The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things.

A copy of the code of ethics is available to any Client or prospective Client upon request by contacting Jackie Bixby at 360-360-0344 or jackie@uptownadv.com.

B, C, D *We do not own or manage any companies or investments that we advise our Clients to buy.*

UTA, LLC or individuals associated with our firm may buy and sell some of the same securities for their own account that UTA, LLC buys and sells for its Clients. When appropriate, we will purchase or sell securities for Clients before purchasing the same for our account or allowing representatives to purchase or sell the same for their own account. In some cases, UTA, LLC or representatives may buy or sell securities for their own account for reasons not related to the strategies adopted for our Clients. Our employees are required to follow the Code of Ethics when making trades for their own accounts in securities which are recommended to and/or purchased for Clients. The Code of Ethics is designed to assure that the personal securities transactions will not interfere with decisions made in the best interest of advisory Clients while at the same time, allowing employees to invest their own accounts.

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

As any advisory situation could present a conflict of interest, we have established the following restrictions to ensure our fiduciary responsibilities:

- 1. A director, officer, associated person, or employee of UTA, LLC shall not buy or sell securities for his personal portfolio where his decision is substantially derived, in whole or in part, by reason of his employment unless the information is also available to the investing public on reasonable inquiry. No person of UTA, LLC shall prefer his or her own interest to that of the advisory Client.*
- 2. UTA, LLC maintains a list of all securities holdings for itself and for anyone associated with its advisory practice that has access to advisory recommendations. An appropriate officer of UTA, LLC reviews these holdings on a regular basis.*
- 3. Any individual not in observance of the above may be subject to termination.*

Item 12 – Brokerage Practices

A Our Clients' assets are held by independent third-party custodians. Except to the extent that the Client directs otherwise, UTA, LLC may use its discretion in selecting or recommending the broker-dealer. The Client is not obligated to effect transactions through any broker-dealer recommended by UTA, LLC. In recommending broker-dealers, UTA, LLC will comply with its fiduciary duty to seek best execution and with the Securities Exchange Act of 1934 and will take into account such relevant factors as:

- Price;*
- The custodian's facilities, reliability and financial responsibility;*
- Prior service to our clients;*
- Availability of tools;*
- Breadth of offerings;*
- The ability of the custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order; and*
- Any other factors that we consider to be relevant.*

Generally speaking, we will recommend that Clients establish brokerage accounts with Charles Schwab & Co. ("Schwab"), so long as Schwab continues to meet the above criteria. We work primarily with Schwab for administrative convenience and also because Schwab offers a good value to our Clients for the transaction costs and other costs incurred.

We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian.

Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, mutual funds and ETFs) do not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. In addition to commissions, Schwab charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account. We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers. Although we are not required to execute all trades through Schwab, we have determined that having Schwab execute most trades is consistent with our duty to seek "best execution" of your trades. By using another

broker or dealer you may pay lower transaction costs.

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. They provide our clients and us with access to their institutional brokerage services (trading, custody, reporting and related services), many of which are not typically available to Schwab retail customers, and help us give a breath of products and services, while offering customized and personal advice. Certain retail investors may be able to get institutional brokerage services from Schwab without going through us. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business.

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 investment. Of course, there are benefits from Schwab that don't directly, but may indirectly benefit you. They include investment research, both Schwab's own and that of third parties. We 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:

- provide access to client account data (such as duplicate trade confirmations and account statements)*
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts*
- provide pricing and other market data*
- facilitate payment of our fees from our clients' accounts*
- assist with back-office functions, recordkeeping, and client reporting*

In addition, Schwab provides further benefits on an ad hoc basis (directly or indirectly) that benefit our firm, including:

- Educational conferences and events*
- Consulting on technology and business needs*
- Consulting on legal and compliance related needs*
- Publications and conferences on practice management and business succession*
- Marketing consulting and support*

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. Schwab has also agreed to pay for certain technology, research, marketing, and compliance consulting products and services on our behalf, and helped us with some of the aspects of establishing our firm. These services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather

than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the aggregate our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services.

B *UTA, LLC may aggregate trades for Clients. The allocations of a particular security will be determined by SCHWAB before the trade is placed with the broker. When practical, Client trades in the same security will be bunched in a single order ("block") in an effort to obtain best execution at the best security price available. When employing a block trade:*

- SCHWAB will make reasonable efforts to attempt to fill Client orders by day-end.*
- If the block order is not filled by day-end, SCHWAB will allocate shares executed to underlying accounts on a pro rata basis, adjusted as necessary to keep Client transaction costs to a minimum.*
- If a block order is filled (full or partial fill) at several prices through multiple trades, an average price and commission will be used for all trades executed.*
- All participants receiving securities from the block trade will receive the average price.*
- Only trades executed within the block on the single day may be combined for purposes of calculating the average price.*

It is expected that this trade aggregation and allocation policy will be applied consistently. However, if application of this policy results in unfair or inequitable treatment to some or all of our Clients, we may deviate from this policy.

Item 13 – Review of Accounts

A *Accounts are reviewed by Jackie Bixby who is responsible for overseeing all investment advisory activities for the firm. The frequency of reviews is determined based on the Client's investment objectives. Accounts are generally reviewed quarterly, but in any event, no less than annually.*

B *More frequent reviews may be triggered by a change in Client's investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in the economic climate.*

C *Investment advisory Clients receive standard account statements from the custodian of their accounts on a monthly basis. UTA, LLC also provides Clients with a written report summarizing the account activity generally quarterly, but in any event, no less than annually.*

Item 14 – Client Referrals and Other Compensation

UTA, LLC neither compensates, nor receives compensation from, any third parties in connection with client referrals. Notwithstanding the preceding, we do receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. In addition, You do not pay more for assets maintained at Schwab as a result of these arrangements. However, we benefit from the arrangement because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by Schwab, how they benefit us, and the related conflicts of interest are described above (see Item 12, above).

Item 15 – Custody

With the exception of UTA, LLC's ability to debit fees, UTA, LLC does not otherwise have custody of the assets in the account. Clients provide written authority to have fees debited from their accounts when they review and sign UTA, LLC's Investment Advisory Agreement. They also provide the Custodian the authority to release fee payments from their accounts when they sign the custodial account application. Clients shall receive account statements no less than quarterly from the Custodian. Clients also receive quarterly statements from UTA, LLC that include notification of advisory fee calculations and the debiting from of these fees from client accounts. We urge clients to review the UTA, LLC statements carefully and compare these accounts statements with the account statements from the Custodian.

UTA, LLC shall have no liability to the Client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a custodian.

Item 16 – Investment Discretion

Clients may grant UTA, LLC ongoing and continuous discretionary authority to execute its investment recommendations in accordance with UTA, LLC's Statement of Investment Policy (or similar document used to establish each Client's objectives and suitability), without the Client's prior approval of each specific transaction. Under this discretionary authority, Client allows UTA, LLC to purchase and sell securities and instruments in their account(s), arrange for delivery and payment in connection with the foregoing, select and retain sub-advisors, and act on behalf of the Client in matters necessary or incidental to the handling of the account, including monitoring certain assets.

Clients may also grant UTA, LLC non-discretionary authority to execute its investment recommendations. Non-discretionary authority requires UTA, LLC to obtain a Client's prior

approval of each specific transaction prior to executing the investment recommendations.

A majority of clients choose to provide us with discretionary authority.

Item 17 – Voting Client Securities

- A*** *UTA, LLC will not vote proxies on behalf of Clients and will not provide advice to Clients on how the Client should vote.*
- B*** *UTA, LLC does not have authority to vote Client securities unless authorized by the Client. Most Clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a Client, they will be sent directly to the Client or a designated representative of the Client, who is responsible to vote the proxy.*

Item 18 – Financial Information

- A*** *UTA, LLC does not require or solicit prepayment of more than \$500/\$1,200 in fees per client, six months or more in advance.*
- B*** *UTA, LLC does have discretionary authority over some Client funds and securities, but we have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to Clients.*
- C*** *Neither UTA, LLC, nor any of the principals, have been the subject of a bankruptcy petition at any time in the past.*