

# **AG Asset Advisory, LLC**

**1901 Avenue of the Stars; Suite 200  
Los Angeles, CA 90067**

**[www.agassetadvisory.com](http://www.agassetadvisory.com)**

**Telephone: 310.907.8656  
Facsimile: 310.954.9865**

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## **FORM ADV PART 2 BROCHURE**

This brochure provides information about the qualifications and business practices of AG Asset Advisory, LLC. If you have any questions about the contents of this brochure, please contact us at 310.907.8656. 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.

Additional information about AG Asset Advisory, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for AG Asset Advisory, LLC is 154406.

AG Asset Advisory, LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

## **Item 2 Summary of Material Changes**

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our last annual updating amendment dated March 21, 2023, we have no material changes to report.

If you have any questions about these changes, please contact us at 310.907.8656.

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## Item 4 Advisory Business

### Description of Services and Fees

AG Asset Advisory, LLC is a registered investment adviser based in Los Angeles, California. We are organized as a limited liability company under the laws of the State of California. We have been providing investment advisory services since 2010. Anthony Glomski is our Managing Member and Owner. Currently, we offer the following investment advisory services, which are personalized to each individual client:

- Investment Management Services
- Wealth Advisory Consulting Services
- Pension Consulting Services
- Consulting Program

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to AG Asset Advisory, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm. AG Asset Advisory, LLC offers investment advice with the assistance of its Investment Adviser Representatives (IARs).

### Investment Management

We offer discretionary and non-discretionary continuous investment management services where the investment advice provided is tailored to meet your financial needs and investment objectives. We offer an initial consultation in which pertinent information about your personal and financial circumstances and objectives is collected, and the scope of the engagement is determined.

Where we enter into a discretionary arrangement with you, you will grant us discretion and authority to manage your account subject to any written guidelines or restrictions that you may provide. Accordingly, we are authorized to perform various investment functions, at your expense, without further approval from you. Such functions may include the determination of securities and/or funds and the amount of securities to be purchased or sold. Once the portfolio is constructed, we will provide ongoing supervision and rebalancing of the portfolio as changes in market conditions and your individual circumstances may require.

For non-discretionary investment management services, we will monitor your assets and will provide recommendations as to your asset allocation. You are free at all times to accept or reject any of our investment recommendation. Where we provide you with non-discretionary investment management services, we will implement recommendations only upon obtaining your prior approval.

Our annual fee for investment management services is billed quarterly in advance based on the asset value of your portfolio on the last trading day of the previous quarter. In certain circumstances, in our sole discretion, other payment arrangements may be negotiated upon your request. Our fee will be assessed pro rata in the event the investment management agreement is executed at any time other than the first day of a calendar quarter. Our annualized fees for investment management services are based on the following blended tiered fee schedule:

Assets Under Management	Maximum Annual Advisory Rate **
Up to \$2,000,000	1.25%
\$2,000,001 - \$5,000,000	0.80%
\$5,000,001 - \$10,000,000	0.75%
\$10,000,001 - \$25,000,000	0.70%
\$25,000,001 - \$50,000,000	0.50%
\$50,000,001 - \$100,000,000	0.40%
Above \$100,000,000	Negotiable

\*We generally require a minimum account size of \$5,000,000. In our sole discretion, we may waive or lower this fee.

\*\*Some clients may be subject to a different fee schedule that was effective at the time they became a client.

We may negotiate investment management fees for managed accounts depending on factors such as the amount of assets under management, range of investments, and complexity of your financial circumstances, among others. In our discretion, we may negotiate fixed fees for our investment management services rather than charging a percentage of assets under management. If a fixed fee is negotiated, payment arrangements and all other terms will be evidenced in the investment management agreement that you sign with our firm. Also in our discretion, we may allow accounts of members of the same household to be aggregated for purposes of determining our fee. This consolidation practice is designed to allow you the benefit of an increased asset total, which could potentially result in a reduced advisory fee based on our above referenced fee schedule.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

We typically require the payment of management fees be made by the custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. In limited circumstances, and upon your request, we may agree to directly invoice you for investment management fees. In such cases, fees will be payable as invoiced instead of directly debited.

Either party may terminate the investment management agreement ("Agreement") within five days of signature without penalty or fees to you. Thereafter, we reserve the right to terminate the Agreement at any time. You may terminate the Agreement upon 15-day written notice to our firm. We are generally informed of a client termination by: (1) receiving ACAT notice from a broker; (2) receiving a letter directly from you with termination instructions (particularly on any position liquidations); or (iii) verbal instructions from you. If you communicate this information verbally to us, a letter (written or electronic) will be sent to you acknowledging your desire to terminate, the date of termination, and fee payment/rebate instructions. The management fee will be prorated to the date of termination. Upon the termination, we will have no obligation to recommend or take any action with regard to the securities, cash or other investments in your account. If you have instructed us to liquidate certain positions in the account prior to closing, we will complete the trades to the best of our ability, taking into account the effects on the price at which the securities will be liquidated.

## **WEALTH ADVISORY CONSULTING SERVICES**

AG Asset Advisory, LLC provides various levels of ongoing consultative services on a fee basis. The scope of and fee for such services varies according to the complexity of the client's personal, family, business, investment and estate affairs. The areas that AG Asset Advisory, LLC may provide support, coordination and facilitation including, but not limited to, the following:

Broad-based Financial Planning	Investment Research and Administration
Asset Allocation and Portfolio Management	Cash Flow Management
Record Keeping & Reporting	Broad-based Financial Reporting
Risk Management	Tax & Compliance
Business Planning	Lifestyle Management
Estate Planning and Administration	Strategic Philanthropy & Administration
Family Meetings & Education	Family Legacy Planning

The annual fixed fee and the payment arrangement are negotiated and agreed upon in advance by the client and AG Asset Advisory, LLC. The fixed fee is negotiable depending on the case complexity. Payments can be made by check or the client may elect to have such fee debited from a client designated account. The fee, payment arrangements, and all other important terms will be evidenced in the client agreement.

Either party may terminate the Wealth Advisory Consulting Agreement within five days of signature without penalty or fees. Afterwards, either party may terminate the Agreement upon 15 day written notice to the other party. Upon termination of Wealth Advisory Consulting services, any prepaid but unearned fees will be refunded, and any earned but unpaid fees will be due and payable.

## **Pension Consulting Services**

We also offer pension consulting services to employee benefit plans based upon an analysis of the needs of the plan. These services may include an existing plan review, formation of the investment policy statement, asset allocation advice, investment performance monitoring, and/or communication and education services where we assist the plan sponsor or plan fiduciary in providing meaningful information regarding the retirement plan to its participants. However, we do not have discretion over the administration of the plan or the plan assets.

The scope of these services, the fees, and the terms of the agreement for these services are negotiated on a case-by-case basis with each plan sponsor or plan fiduciary depending upon the on the complexity of the plan and the agreement with the plan sponsor or plan fiduciary. The terms regarding payment of fees, termination, and refund will be clearly set forth in the agreement executed between our firm and the plan sponsor or plan fiduciary.

Our annualized fees for pension consulting services are based on the following tiered fee schedule:

Assets Under Management	Maximum Annual Advisory Rate **
Up to \$1,000,000	0.95%
\$1,000,001 - \$3,000,000	0.75%
\$3,000,001 - \$5,000,000	0.65%
\$5,000,001 - \$10,000,000	0.55%
\$10,000,001 - \$25,000,000	0.50%
\$25,000,001 - \$50,000,000	0.45%
Above \$50,000,000	Negotiable

\*Our firm generally charges a minimum of \$7,500 for annual advisory fees for pension consulting services. In our sole discretion, it may waive or lower this account condition.

Either party may terminate the Pension Consulting Agreement within five days of the date of acceptance without penalty or fees to the plan sponsor or plan fiduciary. After the five-day period, either party may terminate the Pension Consulting Agreement upon 30-day written notice to the other. Upon termination of pension consulting services, any prepaid but unearned fees will be refunded, and any earned but unpaid fees will be due and payable.

These accounts are regulated under the Employee Retirement Income Securities Act ("ERISA"). We provide consulting services to the plan sponsor or plan fiduciary as described above. The plan sponsor or plan fiduciary must make the ultimate decision as to retaining the services of such investment advisers as we may recommend. The plan sponsor or plan fiduciary is free to seek independent advice about the appropriateness of any recommended services for the plan.

The fees charged by our firm are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client. We do not represent, warrant, or imply that the services or methods of analysis used by our firm can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections.

All material conflicts of interest under CCR Section 260.238 (k) are disclosed regarding our firm and our Associated Persons or any of our employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

While we endeavor at all times to offer our clients our services at reasonable costs, the fees charged by other advisers for comparable services may be lower than the fees charged by our firm.

#### **General - Advisory Services to Retirement Plans and Plan Participants**

As disclosed above, we offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors in meeting their management and fiduciary obligations to Participants under the Employee Retirement Income Securities Act ("ERISA"). Pursuant to adopted regulations of the U.S. Department of Labor, we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to your Plan and our compensation for these services are described above, and also in the service agreement. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants, unless the plan

sponsor directs us to deduct our fee from the plan or directs the plan record-keeper to issue payment for our fee out of the plan. If we receive any other compensation for such services, we will (i) offset the compensation against our stated fees, and (ii) we will promptly disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

### **Status**

We are a registered investment adviser under the laws of California, and represent that we are not subject to any disqualification as set forth in Section 411 of ERISA.

To the extent we are performing Fiduciary Services, we are acting as a fiduciary of the Plan as defined in Section 3(21) under the Employee Retirement Income Security Act ("ERISA").

### **Selection of Other Advisers for Managed Accounts**

As part of our investment advisory services, we may recommend that you use the services of a third-party money manager ("MM") to manage your entire, or a portion of your, investment portfolio. After gathering information about your financial situation and objectives, we may recommend that you engage a specific MM or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the MM's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. We will periodically monitor the MM(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives.

Advisory fees charged by MMs are separate and apart from our advisory fees. Assets managed by MMs will be included in calculating our advisory fee. Advisory fees that you pay to the MM are established and payable in accordance with the brochure provided by each MM to whom you are referred. These fees may or may not be negotiable. You should review the recommended MM's brochure and take into consideration the MM's fees along with our fees to determine the total amount of fees associated with this program.

In most instances, you will be required to sign an agreement directly with the recommended MM(s). You may terminate your advisory relationship with the MM according to the terms of your agreement with the MM. You should review each MM's brochure for specific information on how you may terminate your advisory relationship with the MM and how you may receive a refund, if applicable. You should contact the MM directly for questions regarding your advisory agreement with the MM.

### **Consulting Program**

We offer consulting services (the "Consulting Program") that typically involve providing a variety of services, principally advisory in nature, regarding the investment of client's assets into certain pooled investment vehicles ("Pooled Investment Vehicles").

Clients participating in our Consulting Program are charged a management fee that may range up to 1% of committed capital or up to 1% of assets under management. Our management fee is billed either semi-annually in advance or quarterly in advance.

In addition to our management fee, we charge a performance fee ranging up to 10% of the applicable profits that is billed annually in arrears. The performance fee will not be assessed on a return of the client's original capital contributions.

We only charge performance-based fees for certain "qualified clients" that have at least \$1,000,000 under management with our firm or that have certified to our firm that they have a net worth of at least \$2,100,000 at the time of entering into any performance-based fee arrangement for advisory services.



Clients may terminate services under our Consulting Program at any time by providing written notice. All terms agreed upon will be evidenced in the Consulting Program Agreement.

### **Types of Investments for Managed Accounts**

We primarily offer advice on equity securities, corporate debt securities, certificates of deposit, municipal securities, investment company securities, US Government securities, private equity funds, hedge funds, and options contracts on securities.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

### **Assets Under Management**

As of December 31, 2023, we provide investment advice to approximately \$368,574,156 in client assets. This amount consists primarily of continuously managed assets, which include approximately \$356,339,795 in client assets that are managed on a discretionary basis.

## **Item 5 Fees and Compensation**

Please refer to the "**Advisory Business**" section (Item 4) in this Brochure for information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this Disclosure Brochure.

Any material conflicts of interest between you and our firm, or our employees are disclosed in this Disclosure Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Disclosure Brochure.

### **Compensation for the Sale of Other Investment Products**

Our firm's Investment Advisor Representatives may be licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products that is separate and in addition to our advisory fees. This practice presents a conflict of interest because IARs that are insurance agents have a financial incentive to recommend insurance products to you. Clients are under no obligation, contractually or otherwise, to purchase securities and/or insurance products through any person affiliated with our firm.

## **Item 6 Performance-Based Fees and Side-By-Side Management**

We charge performance-based fees to "qualified clients" having a net worth greater than \$2,100,000 or for whom we manage at least \$1,000,000, immediately after entering an agreement for our services.

Performance-based fees are fees based on a share of capital gains or capital appreciation of a client's account. The amount of the performance-based fee we charge is described in the "Advisory Business" section in this brochure.

We manage accounts that are charged performance-based fees while at the same time managing accounts (perhaps with similar objectives) that are not charged performance-based fees ("side-by-side management"). Performance-based fees and side-by-side management may create conflicts of interest, which we have identified and described in the following paragraphs.

Performance-based fees may create an incentive for our firm to make investments that are riskier or more speculative than would be the case absent a performance fee arrangement. In order to address this potential conflict of interest, a senior officer of our firm periodically reviews client accounts to ensure that investments are suitable and that the account is being managed according to the client's investment objectives and risk tolerance.

Performance based fees may also create an incentive for our firm to overvalue investments which lack a market quotation. In order to address such conflict, we have adopted policies and procedures that require our firm to "fairly value" any investments, which do not have a readily ascertainable value.

Side-by-side management might provide an incentive for our firm to favor accounts for which we receive a performance-based fee. For example, we may have an incentive to allocate limited investment opportunities, such as initial public offerings, to clients who are charged performance-based fees over clients who are charged asset-based fees only. To address this conflict of interest, we have instituted policies and procedures that require our firm to allocate investment opportunities (if they are suitable) in an effort to avoid favoritism among our clients, regardless of whether the client is charged performance fees.

## **Item 7 Types of Clients**

We offer investment advisory services to individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations, other business entities.

In general, we require a minimum of \$5,000,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

## **Item 8 Methods of Analysis, Investment Strategies and Risk of Loss**

### **Our Methods of Analysis and Investment Strategies for Managed Accounts**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Charting Analysis - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's

industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

- Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.
- Option Writing - a securities transaction that involves selling an option. The seller (client) receives a premium from the buyer of the option (the market price of the option at a particular time) in exchange for writing the option. The seller (client) of an option takes on an obligation under the terms of the option contract. In the case of writing a Call option, the seller (client) has the obligation to deliver a specified number of shares of the underlying stock if the buyer exercises the Call option prior to expiration. In the case of writing a Put option, the seller (client) has the obligation to purchase a specified number of shares of the underlying stock if the buyer exercises the Put option prior to expiration.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

Charting and Technical Analysis - The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Custodians will default to the FIFO accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Recommendation of Particular Types of Securities for Managed Accounts**

We primarily offer advice on equity securities, corporate debt securities, certificates of deposit, municipal securities, investment company securities, US Government securities, and options contracts on securities however; we may recommend other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to: the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, more well-established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

Certificates of deposit are generally the safest type of investment since they are insured up to a fixed amount by the federal government. However, because the returns are generally very low, it's possible for inflation to outpace the return. Likewise, US Government securities are backed by the full faith and credit of the United States government but it's also possible for the rate of inflation to exceed the returns.

Mutual funds and exchange traded funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. Exchange traded funds differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. During time of extreme market volatility ETF pricing may lag vs the actual underlying asset values. This lag usually resolves itself in a short period of time (usually less than one day) however there is no guarantee this relationship will always occur. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns.

Writing option contracts obligate the investor (client) to buy or sell a stock at some future time at a set price if the holder (buyer) decides to exercise the contract. Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an

investor's risk can be unlimited.

## **Item 9 Disciplinary Information**

AG Asset Advisory, LLC has been registered and providing investment advisory services since 2010. Neither our firm nor any of our management persons has any reportable disciplinary information.

## **Item 10 Other Financial Industry Activities and Affiliations**

We do not have any financial industry activities, affiliations or relationships that are material to our advisory business or to our advisory clients except as listed below.

### **Insurance Services**

Our firm is also affiliated with Zenco Insurance Services, a licensed insurance agency, through common control and ownership. Additionally, investment adviser representatives (IARs) of our firm are also licensed as independent insurance agents. If you require insurance services, we may recommend that you use the services of our affiliate ("Zenco") or our IARs that are insurance agents. Recommending insurance products presents a conflict of interest because Zenco and/or our IARs that are insurance agents have a financial incentive to recommend such products. In efforts to mitigate any conflict of interest, it is our firm's strict policy to act in our client's best interest as a fiduciary. Clients may obtain comparable services and/or lower fees through other firms. Our advisory services are separate and distinct from insurance-related services resulting in commission-based compensation.

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

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting us at 310.907.8656.

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

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this Brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

## Item 12 Brokerage Practices

For managed accounts, we will recommend that securities be purchased through the facilities of Trade-PMR, Inc., member FINRA/SIPC, among others. All firms that we recommend to you for these services are independent of and unaffiliated with us. It may be the case that the recommended broker charges higher fees or commission rates than another broker may charge. You may utilize the broker/dealer of your choice and have no obligation to purchase or sell securities through such broker as we recommend.

In suggesting a broker dealer on your behalf, we will endeavor to select those brokers or dealers that will provide quality services at reasonable commission rates. The reasonableness of commissions is based on several factors, including the broker's ability to provide professional services, competitive commission rates, volume discounts, execution price negotiations, and other services.

The research products and services that we may receive from brokerage firms (e.g. Trade-PMR, Inc., among others) may include financial publications, information about particular companies and industries, and other products or services that provide lawful and appropriate assistance to us in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers who utilize Trade-PMR, Inc., and are not considered to be paid for with soft dollars. However, the commissions charged by a particular broker for a particular transaction, or set of transactions, may be greater than the amounts another broker who did not provide research services or products might charge.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Directed Brokerage**

We routinely recommend that you direct our firm to execute transactions through Trade PMR. As such, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services. Not all advisers require their clients to direct brokerage.

### **Block Trading**

Transactions for each client generally will be effected independently. Accordingly, clients may receive different prices for the same securities transactions. Furthermore, clients may not be able to buy or sell the same quantity of securities and may be charged higher fees or commissions, than if transactions were aggregated.

We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment

We do not aggregate transactions for non-discretionary accounts. Accordingly, clients are hereby advised that non-discretionary accounts may receive different prices for the same securities transactions than discretionary accounts. Additionally, clients who enter non-discretionary arrangements with the Firm may not be able to buy and sell the same quantities of securities and may

be charged higher commissions or fees than clients who enter into discretionary arrangements.

**\*\*Trade PMR** does not give a break in commission for Block trades; however, other fees may be reduced.

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, you will keep the profit.

## **Item 13 Review of Accounts**

Account reviews are conducted at least quarterly. Reviews are conducted for the purpose of evaluating, reporting, rebalancing, and implementing your investment objectives. Your account may be reviewed more often depending on market conditions. The assets may be reallocated to keep your portfolio allocation consistent with your investment objectives. All accounts are reviewed by Anthony Glomski, Managing Member of our firm.

For investment management accounts, statements are sent by the broker dealer or custodian that maintains custody of your account on at least a quarterly basis. Financial planning clients may receive written financial plans, which are designed to achieve their stated financial goals and objectives.

## **Item 14 Client Referrals and Other Compensation**

We may directly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this Disclosure Brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive either a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires, or a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Please refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with Trade PMR.

## **Item 15 Custody**

With respect to managed accounts, we directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities.

Your assets will be maintained by an unaffiliated, qualified custodian, such as a bank, broker/dealer (e.g., Trade-PMR, Inc.), mutual fund companies or transfer agent. Your assets are not held by our



advisory firm or any associate of our firm. Trade-PMR, Inc. acts as an introducing broker clearing on a fully-disclosed basis through First Clearing LLC for our Advisory Firm.

You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact our firm at the phone number listed on the cover page of this disclosure brochure.

## **Item 16 Investment Discretion**

For managed accounts, before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a power of attorney, and/or trading authorization forms. You may grant our firm discretion over the selection and number of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s).

## **Item 17 Voting Client Securities**

### **Proxy Voting**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder. In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

## **Item 18 Financial Information**

We are not required to provide financial information to our clients because we do not: require the prepayment of more than \$1,200 in fees and six or more months in advance, or take custody of client funds or securities, or have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

## **Item 19 Requirements for State Registered Advisers**

Our firm is registered with the SEC, and not subject to this item.

## **Item 20 Additional Information**

### **IRA Rollover Recommendations**

For purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you.



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. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

### **IRA Rollover Considerations**

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.

- a. Employer retirement plans generally have a more limited investment menu than IRAs.
  - b. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
  - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
  - b. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond a certain age.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
  - a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this Disclosure Brochure.

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any non-public personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys. We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your non-public personal information and to ensure our integrity and confidentiality. We will never sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis.