



## Firm Brochure and Privacy Policy

January 27, 2014

**This ADV Part 2A (“Brochure”) provides information about the qualifications and business practices of Buckley Investment Group, LLC (“Advisor”). Clients and prospective clients may contact the Advisor at (509) 522-1600 or [www.buckleyinvestments.com](http://www.buckleyinvestments.com) for any questions or concerns about the contents of this Brochure. 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.**

Advisor is a Registered Investment Advisor registered with the Securities and Exchange Commission. Registration of an Investment Adviser does not imply any level of skill or training. Additional information about Advisor is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Refer to CRD# 128559 when researching Advisor.

**Buckley Investment Group, LLC**

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## Material Changes

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This Brochure has been prepared for information on Buckley Investment Group, LLC, (“Advisor”), a registered investment adviser.

There has been no material changes to the way the Advisor is managing assets for clients. However, the role of Chief Compliance Officer has been assumed by John Buckley. Additionally, the Advisor has recently entered into an agreement with the Investor’s Fiduciary Advisor Network, LLC (Investor FAN—[www.investorfan.com](http://www.investorfan.com)) to assist the Advisor with back office operations, compliance, research, investment management and supervision. There have been significant efforts placed in revising the documents used by Advisor, including this Brochure. The main effort has been to re-write the documents in “plain English” to make it more readable for clients and prospective clients. Additionally, changes have been made to assist Advisor in collecting pertinent information from clients. Further changes have been made to the Advisor’s Privacy Policy, Policies and Procedures and Code of Ethics. Clients can obtain a copy of any Advisor document by calling (509) 522-1600.

In the future, this section will discuss specific material changes that are made to the Brochure and provide clients with a summary of such changes. Following the SEC and state rules, we will ensure that clients receive a summary of any materials changes to this and subsequent Brochures by within 120 days of the close of the Advisor’s’ fiscal year. The Advisor may further provide other ongoing disclosure information about material changes as necessary.

If clients or prospective clients want to learn additional information about Advisor or its representatives, please call (509) 522-1600, or through the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Table of Contents

Item	Topic	Page
1	Cover Page	1
2	Material Changes	2
3	Table of Contents	3
4	Advisory Business	4
5	Fees and Compensation	5
6	Performance Based Fees	5
7	Types of Clients	6
8	Methods of Analysis, Investment Strategies and Risk of Loss	6
9	Disciplinary History	7
10	Other Financial Industry Activities and Affiliations	7
11	Codes of Ethics, Participation in Client Transactions	7
12	Brokerage Practices	8
13	Review of Accounts	8
14	Client Referrals and Other Compensation	9
15	Custody	9
16	Investment Discretion	9
17	Voting Client Securities	9
18	Financial Information	9
-	ADV Part 2B – Investment Advisor Representative Supplement	9
-	Advisor's Privacy Policy	10

## Item 4 ▪ Advisory Business

Buckley Investment Group, LLC (“Advisor”) was formed in September 2003 to provide investment advisory services for individuals, trusts, entities, companies, corporations and foundations. Advisor is owned by John Buckley and Melissa Buckley. Through its Investment Advisor Representatives (“IARs”), the Advisor provides discretionary investment advisory services on a fee-only basis. The Advisor’s annual investment advisory fee is based upon a percentage (%) of the market value of the assets managed by the Advisor. The Advisor’s fee shall include investment management services, limited financial planning and consulting services. Clients can engage the Advisor for investment advisory services by entering an Investment Advisory Agreement.

The Advisor provides investment advisory services specific to the needs of each client and will learn about each client’s investment objective(s) risk tolerance and time horizon through personal interviews or questionnaires. The Advisor will then invest the client assets according to their financial objectives using equities (stocks), debt (bonds) and fixed income securities, mutual funds and/or exchange traded funds (“ETFs”). The Advisor may also recommend private investments or limited partnerships. It is important to know that investing in these types of investments involve significant risks, including principle loss and illiquidity. Additionally, the values of the private investments and/or limited partnerships used may be the initial purchase price of the investment or the amount reported by the issuer. These values will be included in the value used to determine the assets under management.

The Advisor may also recommend using separately managed accounts, which are managed on a discretionary basis by separate and unaffiliated registered investment advisors (“Independent Managers”). Once allocated, the Advisor provides ongoing monitoring and review of accounts and investments. It is possible that the Advisor may provide incidental consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. However, the Advisor, nor any of its IARs, serves as an attorney, accountant, or licensed insurance agent to any advisory clients, and no portion of the Advisor’s services should be construed as same.

The Advisor may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.). The client is under no obligation to engage the services of any such recommended professionals and has authority over all any and all recommendations, advice or suggestions. If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

It is important for clients to keep the Advisor apprised of any changes in their financial situation or investment goals and objectives. Failure to provide financial updates and life changes may adversely impact the investment plan that was based on incorrect or obsolete information provided by the client.

In the event the Advisor is engaged to provide investment management services as part of an unaffiliated wrap-fee program, Advisor will be unable to negotiate commissions and/or transaction costs. Participation in a wrap program may cost the participant more or less than purchasing such services separately. In the event that Advisor is engaged to provide investment management services as part of an unaffiliated managed account program, Advisor will likewise be unable to negotiate commissions and/or transaction costs. If the program is offered on a non-wrap basis, the program sponsor will determine the broker-dealer through which transactions must be effected, and the amount of transaction fees and/or commissions to be charged to the participant investor accounts.

As of December 31, 2013 the Advisor had \$108,327,206 in assets under management on a discretionary basis.

## Item 5 ▪ Fees and Compensation

Clients can engage Advisor to provide discretionary investment advisory services on a negotiable fee-only basis. The Advisor's tiered annual investment advisory fee shall be based upon a percentage (%) of the market value of assets placed under the Advisor's management, generally between 0.35% and 1.15% as follows:

<u>Market Value</u>	<u>Annual Fee %</u>
The first \$499,999	1.15%
The next \$500,000	1.00%
The next \$4,000,000	0.85%
The next \$5,000,000	0.50%
All Assets over \$10,000,000	0.35%

The fees charged are tiered, which means a standard client with \$1,000,000 in assets under management will pay an annual fee of 1.15% on the first \$499,999 and 1.00% on the next \$500,000. The Advisor shall deduct fees and/or bill clients monthly in arrears, based upon the market value of the assets on the last business day of the previous month. The market value used in the calculation will include all positions in the account, cash, dividends, accrued income and interest payments unless specifically excluded in the Special Instructions section of the Advisory Agreement.

Clients may elect to have the Advisor's advisory fees deducted from their custodial account. Both Advisor's Investment Advisory Agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of the Advisor's fee. In the limited event that the Advisor bills the client directly, payment is due upon receipt of the Advisor's invoice.

In most cases, the Advisor will recommend Charles Schwab & Co., Inc. ("Schwab") as the firm that hold client assets ("Custodian"). Client is responsible for the transaction charges, fees and other expenses charge by Custodian. All fees charged by Advisor for investment management services are separate and distinct from the fees and expenses charged by mutual funds and exchange traded funds (ETFs). In these cases, the 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. Accordingly, client should review the fees charged by the funds/ETFs, Custodian fees, fees charged by any Investment Manager (if any) and the fees charged by Advisor to fully understand the total amount of fees to be paid. Additionally, the investments selected for client are not exclusively available to Advisor, and could be obtained through other unaffiliated firms.

When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Advisor and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "tradeaway" fee charged by the account Custodian).

The Advisor does not generally require a minimum asset level or advisory fee for investment advisory services. In addition, the Advisor, in its sole discretion, may reduce its investment advisory fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). The Investment Advisory Agreement between the Advisor and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the Investment Advisory Agreement. Upon termination, the Advisor shall debit the account for the pro-rated portion of the unpaid advisory fee based upon the number of days that services were provided during the billing period. Neither the Advisor, nor its IARs accept compensation from the sale of securities or other investment products.

## Item 6 ▪ Performance Based Fees

The Advisor does not offer or receive any performance based fees.

## Item 7 ▪ Types of Clients

The Advisor's clients include individuals, high net worth individuals, corporations, trusts and charitable organizations. The Advisor does not generally require an annual minimum fee or asset level for investment advisory services.

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

The Advisor may utilize the following methods of security analysis:

- *Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)*
- *Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)*
- *Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)*
- *Cyclical – (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)*

The Advisor may utilize Long Term Purchases (securities held at least a year) and Short Term Purchases (securities sold within a year) when implementing investment advice given to clients.

Investing has various risks and all investments have the risk of losing value. Some investments have the risk of defaulting on interest or principle payments. Clients are also faced with the risk that inflation will outpace the returns of the investment, which lowers the purchasing power of that client. Rebalancing portfolios may cause taxable events, which could raise client taxes. Investing in options incurs the risk of the option expiring as well as going down in value. It is important that clients understand that there are numerous risks associated with investing. Clients are encouraged to contact Advisor for any questions on risk in the Accounts by calling (509) 522-1600.

The Advisor allocates client investments among broad asset classes and sub-asset classes that could include, but are not limited to the following:

- *Domestic Large Cap, Mid Cap, and Small Cap Equities*
- *International Developed, and Emerging Markets*
- *Domestic Government, Municipal, and Corporate Fixed Income*
- *Real Estate Investment Trusts (REITS)*
- *Hedge funds*
- *Private equity*
- *Commodities*

It is important to know that Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Advisor) will be profitable or equal any specific performance level.

The Advisor's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis the Advisor must have access to current/new market information. The Advisor has no control over the dissemination rate of market information; therefore, unbeknownst to the Advisor, certain analyses may be compiled with outdated market information, limiting the value of the Advisor's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values with no assurances that the forecast will materialize into actionable and/or profitable investment opportunities.

## Item 8 ▪ Methods of Analysis, Investment Strategies and Risk of Loss (con't)

The Advisor's primary investment strategies - Long Term Purchases and Short Term Purchases, are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

The Advisor primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, mutual funds, ETFs and in some cases private investments or limited partnerships. All investments have a risk that they will decrease in value and clients should not invest without the ability to handle capital loss. As mentioned earlier, the Advisor may utilize an Independent Manager for the direct management of the client accounts. Independent Managers have the risk of material changes of the firm, including managerial changes, which could negatively impact the performance of the account.

## Item 9 ▪ Disciplinary Information

The Advisor has not been the subject of any disciplinary actions.

## Item 10 ▪ Other Financial Industry Activities and Affiliations

The Advisor's sole source of income are advisory fees received for providing investment management services to clients. The Advisor has also entered into an Agreement with the Investor's Fiduciary Advisor Network, LLC ("Investor FAN") to assist Advisor with back office, compliance, research, investment management services and operational functions. However, the ultimate responsibility for compliance resides with the Advisor.

## Item 11 ▪ Code of Ethics, Trading, Participation or Interests in Client Transactions

The Advisor requires all IARs and Advisor employees be subject to its Code of Ethics ("Code"), which sets standards of behavior intended to establish a high level of professionalism, integrity and fair dealing with clients. The Code does allow Representatives and Advisor employees to maintain personal securities accounts at any broker-dealer. The Advisor does not require prior review or approval for trades in those accounts. Additionally, IARs are allowed to purchase investments for their accounts that are also purchased in client portfolios. However, Representatives and Advisor employees are not allowed to:

- *Trade on inside information.*
- *"Front-run" or trade in anticipation of client transactions.*
- *Participate, trade or participate in any activity prohibited under the federal securities laws.*
- *Place their interests in front of clients.*

All personal trading is reported to and periodically reviewed by the Advisor. For a copy of the Code please call Advisor at (509) 522-1600.

## Item 12 ▪ Brokerage Practices

All transactions enacted by the Advisor are made through the Custodian selected by the client. The only exception to this would be the “tradeaway” program available at Schwab, which is described fully in Item 5 above. For utilizing the “tradeaway” service the Advisor may receive non-monetary benefits such as research, bond selection or fixed income advice, however any transactions effected through this program are done in an effort to benefit the client.

The Custodian holds the assets and provides the trading and custody platform used by the IARs. Neither the Advisor nor the IARs have the authority to determine which brokers or Custodians its clients use to hold their assets or the fees charged by the Custodian. However, for reasons of familiarity and efficiency the Advisor tends to recommend a single Custodian provider for clients. Factors used to determine which Custodian to recommend include trading costs, electronic access to trading and client accounts, software and/or discounts on software, products and services, compliance, research and technology, marketing assistance, discounted and/or free admission to conferences, meetings and or educational/social events and other operational support that may benefit the Advisor or IARs, but not the client. This could create a conflict that the recommendation of the Custodian is based on the research and products or services and not based on the Custodian providing the best execution for transactions in the client accounts. The Custodian recommended by Advisor is Charles Schwab and Company, (“Schwab”) a separate and unaffiliated broker-dealer.

It is possible that Schwab could refer a client to Advisor, although there is no formal plan in place for any such referrals. It is unlikely that the Advisor would allow a client to direct brokerage to specific broker-dealer. However, if such an arrangement was allowed the Advisor would not be able to ensure best execution or fair commissions for the client.

In some cases, the IARs may aggregate or block trade multiple client accounts. Doing so allows some efficiency in the transactions, although it does not ensure the client will receive a reduction in trading costs or a better execution price than if the trade was enacted separately. Neither Advisor nor IARs receive any soft-dollar benefits.

It may be possible for the IARs to buy or sell securities in their personal accounts that were also purchased in the client account. Advisor has a strict policy against using the trade flow of clients to economically benefit the IARs or Advisor.

## Item 13 ▪ Review of Accounts

The Advisor and the IARs review client accounts on a regular basis, typically quarterly. However, clients may request more frequent reviews. There are many factors that might stimulate a review of accounts, including regular review dates, economic changes, political disruptions or other market activity. The client must report any changes to their personal or financial situation that might impact their overall financial goals.

The Advisor may also provide quarterly reports on the holdings and performance of the assets in the accounts. The valuation of the accounts in the reports provided by the Advisor may differ slightly from the amount shown on the statement from the Custodian. This potential difference stems from settlement date versus trade date accounting. It is important for the client to rely on the statement provided by Schwab for an accurate picture of the total assets in their accounts.

IARs are reviewed and supervised by the Chief Compliance Officer. Client reviews are conducted on a regular basis and may be completed by the Chief Compliance Officer, assignees or administrative associates. The review includes the performance of the accounts compared to the objectives of the account. It is critical that clients report any changes in their financial situations to Advisor or IARs.



## Item 14 ▪ Client Referrals and Other Compensation

As discussed above, the Advisor may receive an indirect economic benefit from Schwab. The Advisor does not compensate, directly or indirectly, any person for client referrals.

## Item 15 ▪ Custody

Neither the Advisor nor the IARs will take physical possession of client assets. The only exception to this is the ability to electronically debit advisory fees authorized in the investment advisory agreement. Client will receive, at least quarterly, a statement showing all transactions occurring in the account during the period from the Custodian.

## Item 16 ▪ Investment Discretion

The client can engage the Advisor by executing an Investment Advisory Agreement, naming the Advisor as client's attorney and agent in fact, granting the Advisor full authority to buy, sell, or otherwise effect investment transactions in the accounts. Clients may note restrictions on the Advisor's discretionary authority in the special instructions section of the Advisory Agreement or in writing.

## Item 17 ▪ Voting Client Securities

The Advisor does not vote client proxies. Clients maintain exclusive responsibility for voting all proxies generated from the securities held by the client.

## Item 18 ▪ Financial Information

The Advisor does not require fees of more than \$1,200 per client, six months or more in advance and is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts. Additionally, the Advisor has not been the subject of a bankruptcy petition.

## ADV Part 2B ▪ Supplemental Brochure

Under separate cover client and prospective clients will receive information on the IARs that is specific to them and their practice. This is called a Supplemental Brochure. Clients and prospective clients can find additional information at [www.advisorinfo.sec.gov](http://www.advisorinfo.sec.gov), or by calling Advisor at (509) 522-1600.

## Questions or Inquiries

For any questions or inquiries about the practices, policies or investment strategies of Advisor or IAR please contact the Advisor at (509) 522-1600.

## Advisor's Privacy Policy

The Advisor's Privacy Policy follows and is applicable to current and former clients. Throughout the policy, Advisor refers to information that personally identifies clients or client accounts as "personal information." Advisor collects personal information in the normal course of business to better manage and serve Clients. The Advisor collects Clients' information (that they provide Advisor) when they open an Account. The information Advisor collects may include the Client's name, address, phone number, e-mail address, social security number, and information about the Client's interests, investments, financial goals and investment experience. Once a Client opens an Account with Advisor, personal information is collected and maintained about the Client's transaction history, positions, and account balances. Advisor may include the Client's name and other data in internal data bases and lists that reflect the client's activities with Advisor.

*The Advisor uses personal information to fulfill regulatory and audit obligations and to help Advisor deliver the best possible client service. The Advisor does not sell personal information to anyone.*

Advisor does not disclose personal information to third parties, unless one of the following limited exceptions applies: (1) Advisor discloses personal information to companies that help us process or service client transactions or Account(s), including, but not limited to the Custodian, compliance, data aggregation software, customer management software, etc. Advisor has contracts with these companies that prohibit them from using personal information for their own purposes. (2) Advisor may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required or permitted under law, for example: to cooperate with regulatory or law enforcement authorities, to resolve consumer disputes, to perform credit/authentication checks, or for institutional risk control. To "opt out" of this portion of Advisor's Privacy Policy please call (509) 522-1600.

*Outside of these exceptions, Advisor will not share personal information with third parties unless the Client specifically requests otherwise.*

The Advisor will protect the confidentiality and security of personal information from: (1) Companies Advisor hires to provide support services are not allowed to use personal information for their own purposes. Advisor limits their use of personal information to performance of the specific service we have requested. (2) Advisor restricts access to personal information to employees and agents for business purposes only. (3) All employees are trained and required to safeguard such information. (4) Advisor maintains physical, electronic, and procedural safeguards for personal information. (6) Advisor continues to evaluate our efforts to protect personal information and make every effort to keep personal information accurate and up-to-date. If Clients identify any inaccuracy in their personal information, or need to make a change to that information, they should contact Advisor. (7) Advisor will provide notice of changes in our information sharing practices. If, at any time in the future, it is necessary to disclose our Clients' personal information in a way that is inconsistent with this policy, advance notice of the proposed change will be provided to Client, so they can opt out of such information sharing.

For any questions or concerns call Advisor at (509) 522-1600.