

**Form ADV Part 2A  
Disclosure Brochure**

**Gotta Retirement Services, Inc.**

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This brochure provides information about the qualifications and business practices of Gotta Retirement Services, Inc. If you have any questions about the contents of this brochure please call us at (781) 848-7444 or email us at [bgotta@gotta-plan.com](mailto:bgotta@gotta-plan.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Gotta Retirement Services, Inc. is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Registration or licensing as an investment advisor does not imply a certain level of skill or training.

**Item 2. Material Changes**

This Form ADV Part 2A Disclosure Brochure was updated on February 27, 2012 to reflect the following changes to the Brochure since its last annual update on February 6, 2012:

- To begin the process of transitioning from SEC registration to state registration, Gotta Retirement Services added a new section 19 to comply with state disclosure requirements.
- GRS has updated Items 4 and 16 to reflect that it now manages new client accounts with discretion and is requesting current clients to amend their agreements to also provide for the exercise of discretion.

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## **Item 4. Advisory Business**

### **Gotta Retirement Services, Inc.**

Gotta Retirement Services, Inc. ("GRS" or "Advisor") is an investment advisory firm registered with the United States Securities and Exchange Commission (SEC) that provides comprehensive financial planning and investment management services to its clients. Brian J. Gotta's father founded Financial Planning Advocates (FPA) in 1970 and Brian Gotta succeeded him as President and owner of FPA in 1999. Brian changed FPA's name to Gotta Retirement Services in 2007. This brochure provides information about the services and business practices of GRS. Please contact Brian Gotta if you have any questions about this brochure.

GRS offers personalized investment advisory services to clients based on the individual needs of the client. Factors that GRS considers in managing client accounts or making recommendations include the client's financial situation, investment objectives and risk tolerance levels, goals and objectives. GRS's services and fee arrangements are described in the following sections of this brochure.

### **Comprehensive Financial Planning Services**

GRS provides comprehensive financial planning services that, depending upon the client's situation, may include advice regarding income tax planning, estate planning, insurance planning and other financial areas that may be applicable to the client, in addition to advice on matters involving securities and other investments.

GRS's financial planning process normally includes the following steps:

1. GRS conducts detailed fact-finding regarding the client's current situation, including income, expenses, assets, liabilities, income tax position, estate tax position, plans for distribution of assets, existing trust agreements, wills, investments, personal and family obligations, fringe benefit programs, etc.
2. GRS analyzes the client's current "financial planning balance sheet" in the light of his/her needs, desires and objectives.
3. GRS creates a written "financial plan" including, as may be applicable to the client, some or all of the following:
  - a. a profile of the client,
  - b. recommendations for meeting short and long-term living goals,
  - c. a description of current investments and insurance programs,
  - d. a projected cash flow analysis,
  - e. a description of existing estate conditions,
  - f. recommendations for meeting estate planning goals,
  - g. estate tax computations,
  - h. a summary of estate liquidity needs, and
  - i. other appropriate exhibits.
4. After discussing the written "financial plan" and various recommendations, GRS and the client then create and agree upon a priority list of implementation steps. GRS provides ongoing consultation to the client regarding implementation of agreed upon recommendations.
5. After an initial implementation period, GRS encourages the client to continue to furnish ongoing information regarding his/her financial situation.

### **Limited Financial Consultation Services**

On occasion, GRS may furnish general advice regarding financial planning, including investment advice, to clients who do not need to have a full written financial plan prepared ("Limited Financial Consultation"). In such cases, GRS may or may not provide written financial recommendations.

### **Investment Management Services**

GRS provides investment advice and management services on a non-discretionary or discretionary basis to separately managed client accounts. GRS's investment management services typically include the following:

- Portfolio Analysis and Review
- Opportunity Analysis and Review

- Periodic Reporting and Performance Analysis
- Research Related to Specific Recommendations
- Coordination and Implementation of Transactions

Clients' investment management portfolios are designed upon the completion of an in-depth questionnaire. Client portfolios typically consist of no-load or load-waived mutual funds. GRS and its Investment Advisor Representatives (IARs) provide investment management services through accounts maintained at the custodian of the client's account (please see Item 12 of this brochure for more information regarding custodian selection).

As of December 31, 2011, GRS managed \$29.07 million in non-discretionary accounts.

### **Changes to Financial Status**

Clients may consult with GRS at any time concerning their account. Every client is urged to notify GRS as soon as is practicable of changes in financial status or goals, as these types of changes may affect our recommendations.

## **Item 5. Fees and Compensation**

### **Financial Planning and Consultation Fees**

GRS provides its Financial Planning and Consultation Services for either a fixed fee or hourly fee, at the client's election, as follows:

#### **Fixed Fees**

Fixed fees for personal financial plans range from \$200 to \$1,500 and are based upon an assessment of the relative complexity or simplicity of a particular financial plan and the expertise of the IAR providing the service. A written agreement is signed by the client and advisor outlining the responsibilities of each party at the time a fee is collected. The initial fee is normally payable in two installments: one half (1/2) of the fee is paid as a retainer, and the remaining amount is not due until the agreed upon services have been completed.

Once the remaining one-half (1/2) of the fee is paid, GRS provides consultation regarding the implementation of recommendations for a period of up to (6) months. Should the client continue to retain GRS to furnish ongoing financial planning consultations, a new fee is established by GRS.

In cases where any portion of the fee is paid prior to services rendered and equals \$500 or more, services being retained shall be provided within 6 months of the installment, or the portion of the pre-paid fee that has not been earned by GRS shall be refunded.

#### **Hourly Fees**

Hourly fees charged for financial planning and consultation services rendered by the Advisor are \$125 per hour and are due upon delivery of services.

### **Financial Planning Agreement Termination**

Clients have 5 business days after signing a Financial Planning agreement to cancel it without penalty. The cancellation notice must be made in writing to GRS at GRS's principal office. After 5 business days, Clients may terminate the contract in writing to GRS and all pre-paid fees, less charges for services already performed at the maximum hourly rate of \$125, will be refunded. If charges relating to services that GRS has performed to the date of termination exceeds the initial retainer, GRS reserves the right to bill the Client for the balance.

### **Implementation of Financial Planning Recommendations**

While financial planning services are prepared with the intention of the client implementing recommendations made within the plan through GRS or a GRS IAR, clients are not obligated to do so. If clients elect to have an IAR implement the client's financial planning recommendations, implementation will be made through the IAR in the IAR's capacity as a registered representative or insurance agent of

United Planners Financial Services of America (United Planners). When clients implement recommendations through the IAR in one these separate capacities, the IAR will receive commissions resulting from the client's purchase of recommended securities or insurance products. While GRS has procedures in place that endeavor to at all time to put the interest of the clients first as a part of the GRS's fiduciary duty, clients should be aware that the receipt of commissions and additional compensation itself creates a conflict of interest and gives the IAR an incentive to recommend investment and insurance products based on the compensation received rather than on the client's needs.

Investment advisory clients are under no obligation to purchase from their GRS IAR any securities or insurance products that he or she recommends and may purchase recommended products from the broker-dealer or insurance company of their choice. GRS may waive or reduce the amount of the financial planning fee as a result of the additional fees and/or commissions being earned. Any adjustment to the financial planning fee is at the discretion of GRS and will be disclosed to the client prior to implementing transactions.

Commissions may be higher or lower at United Planners than at other broker/dealers. Registered representatives are restricted to only offering those products and services that have been reviewed and approved for offering to the public by United Planners and for which United Planners has obtained a selling agreement.

### **Investment Management Fees**

Fees for Investment Management Services are fully disclosed and agreed upon prior to signing the Investment Management Agreement. GRS requires clients to authorize GRS to deduct its fees directly from the client's account. The custodian will send client statements, at least quarterly, showing all disbursements from the client's account, including the amount of GRS's advisory fee that was deducted directly from the account. Clients should review their account statements carefully for the accuracy of the fees and charges by the custodian and GRS.

Fees for GRS's investment management services are billed in advance and charged quarterly to the clients account. Investment management fees are calculated according to the table below by dividing the annual fee by four and assessing it against the value of the account at the end of the most recently completed quarter. The amount of the initial fee is based on the number of days remaining in the initial quarter and shall be paid at the time of execution of the agreement.

<u>Account Balance</u>	<u>Annual Fee</u>
\$500 to \$1,000,000	1.2%
\$1,000,001 to \$2,000,000	1%
\$2,000,001 to \$5,000,000	.8%
\$5,000,001 and over	.5%

### **Investment Management Agreement Termination**

Clients have 5 business days after signing the Investment Management agreement to cancel it without penalty. After 5 business days, both GRS and the client may terminate the contract with at least 30 days written notice to the other party. Fees shall continue to accrue to the date of the receipt of such notice. Upon receipt of such notice, GRS will complete the outstanding obligations and commitments made by them on behalf of the Client, but will not make any new commitment or undertake any additional obligations on behalf of the Client. A refund of any unearned fees will be calculated on a pro-rata daily basis following GRS's receipt of the client's notice of cancelation.

### **Negotiability of Fees**

In certain circumstances, all fees may be negotiable. In addition, certain affiliated persons of Advisor and family members and personal acquaintances of Advisor' affiliated persons may receive advisory services at a discounted rate which is not available to advisory clients generally.

### **Additional Fees and Expenses**

#### ***Mutual Fund and Other Internal Investment Charges***

When GRS recommends mutual funds in its Investment Management Service, GRS generally recommends only no-load or load-waived mutual funds. However, all mutual funds, exchange traded funds and other investment company securities (Funds) incur certain types of charges and expenses, which are paid from the value of the mutual funds' shares. These charges and expenses include investment management, transaction, administrative, distribution, transfer agent, custodial, legal, audit and other customary fees. If your account holds any such Fund shares, you will be indirectly paying these expenses of the respective Funds, which are in addition to your GRS investment management fee. You are encouraged to read the prospectuses of any Funds which are purchased in your account for a more complete explanation of these fees and expenses.

#### ***Investments Available without GRS's Services***

Clients may invest in mutual funds or other investments without the services of GRS. In that case, the client would not receive the services provided by GRS which are designed, among other things, to assist the client in determining which fund or funds are most appropriate to the client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by GRS to fully understand the total amount of fees to be paid by the client and be able to evaluate the value of the advisory services being provided.

While GRS believes its fees are competitive with fees charges by other investment advisors for comparable services, comparable services may be available from other sources for lower fees than those charged by GRS.

#### ***Tax Consequences of Transactions***

GRS does not hold itself to be and is not an estate planning attorney, a certified public accountant (CPA) or a tax consultant. Referrals to other professionals are given to clients seeking answers to questions relating to such matters.

#### ***No Legal or Tax Advice***

Clients are advised that any redemptions and exchanges between Funds and other securities transactions in the clients Portfolio Management and Review account might have tax consequences, which clients should discuss with their independent tax advisor.

#### ***Brokerage and Custodial Charges***

In addition to GRS's Portfolio Management and Review fee, clients will also pay any brokerage or custodial costs associated with their account. For more information about GRS's brokerage recommendations and arrangements, please refer to Item 12 of this brochure.

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

GRS does not charge fees based on a share of capital gains up or capital appreciation of the assets in a client's account.

### **Item 7. Types of Clients**

While GRS generally provides services to individuals, trusts, estates and charitable organizations, it may also provide advice to other types of clients on a case by case basis.

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

#### **Methods of Analysis**

GRS's primarily uses fundamental analysis when developing recommendations for clients. The main sources of information GRS uses include financial newspapers and magazines, research materials prepared by others available through the internet and otherwise, corporate ratings services, annual reports, prospectuses and other filings with the Securities and Exchange Commission, as well as company press releases.

#### **Investment Strategies**

The investment strategies offered by GRS are tailored to suit the investment objectives of each client. Investment strategies employed are almost exclusively long-term in nature, although occasionally short-term requirements will dictate a different approach. GRS does not offer, provide, or encourage short-term speculative trading using such methods as short-selling, option writing, or spread strategies.

### **Risk of Loss**

All investments and investment programs have certain risks that are associated with them and which the investor must bear. Following are the types of risk that may arise to clients due to the types of securities that are recommended to or purchased for clients or as a result of the investment strategies used by GRS:

Business Risk – the risk that the price of an investment will change due to factors unique to that company, investment or market segment and not the market in general.

Liquidity Risk – the risk associated with the ease of being able to quickly convert the value of a security into an equivalent amount of cash. For example, money market funds are readily convertible (liquid) while certain limited partnership units or real estate are not.

Financial Risk – the risk to specific companies' future earnings due to their use of debt. Companies that borrow money must pay it back at some future date, plus the interest charges. This increases the uncertainty about the company because it must have enough income to pay back this amount at some time in the future.

Exchange Rate (Currency) Risk – the risk that investors in foreign investments may be subject to different exchange rates at the time they wish to convert investment proceeds back to their home currency. If exchange rate risk is high, even though substantial profits may have been made in the foreign markets, a less favorable exchange rate may reduce or eliminate these profits.

Country (Political) Risk – the risk that a major change in the political or economic environment of a foreign country may devalue investments made in that country. This risk is usually restricted to emerging or developing countries that do not have stable economic or political environments.

Market Risk – the risk that the price of a particular investment will change as a result of overall market conditions that are not specific to that particular company or investment.

Interest Rate Risk – the risk that interest rate changes will affect the price of a particular investment. For example, when interest rates rise, the price of bonds generally fall.

### **Item 9. Disciplinary Information**

GRS and its management personnel have not been involved in any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management.

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

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

##### **United Planners**

While GRS is not affiliated with any broker-dealer, Brian Gotta is associated with United Planners Financial Services of America (United Planners) as a registered representative and licensed insurance agent (United Planners representative). United Planners is a registered broker-dealer and a member of the Financial Industry Regulatory Authority (FINRA). As a United Planners representative, Brian offers clients the option to purchase securities and investment products distributed by that firm, including, but not limited to mutual funds, variable annuities, variable life insurance, stocks and bonds, and limited partnerships, as well as fixed insurance and annuity products. If the client elects to purchase investment or insurance products from Mr. Gotta as a United Planners representative, this will be considered to be separate from the Financial Planning agreement and Mr. Gotta will be paid usual and customary commissions by United Planners. The client is under no obligation to purchase recommended securities



or insurance products through Gotta Retirement Services, Inc. or its associated persons and may purchase such products through the broker-dealer or insurance agency of their choice. Please see Item 5 above for more information about this affiliation, including conflicts of interest.

United Planners is a Limited Partnership in which Brian Gotta is also a limited partner. Limited partners receive a percentage of United Planners' net profit on an annual basis. This presents a potential conflict between the interests of Brian Gotta and the client because limited partners may recommend products or services that produce more revenue for the firm and thus increase their annual profit distribution.

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

### **Code of Ethics**

GRS has adopted a Code of Ethics (Code) that sets forth standards of business conduct, including compliance with applicable state and federal securities laws, that it requires of its officers, management and employees ("associated persons"). The Code is based on the principle that GRS and its associated persons have an overarching fiduciary duty to, at all times, place the interests of its clients first. The Code establishes that no person employed by GRS shall prefer their own or GRS's interests over the interests of advisory clients and, among other things, prohibits the use of material non-public information. A copy of the firm's Code is available upon written request.

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

GRS or its associated persons may for their own accounts, buy or sell securities identical to or different than those that may be recommended to clients. As these situations present a conflict of interest, GRS has adopted policies setting forth ethical standards of business conduct that it requires of its employees, including compliance with applicable state and federal securities laws. These policies stress that no person employed by the GRS shall prefer his/her own interests to those of advisory clients and prohibit the use of material non-public information.

## **Item 12. Brokerage Practices**

### **Recommendation of Broker/Dealers for Portfolio Management Services**

GRS participates in TD Ameritrade's (TDA's) institutional customer program and requires clients who wish to use GRS's Investment Management Services to direct us to use TDA. Because Brian Gotta is a registered representative with United Planners, he (and, therefore, GRS) is subject to certain United Planners restrictions concerning his use of other custodians and broker-dealers. To fulfill certain FINRA requirements, United Planners has established a list of custodian and brokerage firms which may be utilized for custody of and trade execution in client accounts by its registered representatives who are also affiliated with an investment advisor. TDA is on this list of broker-dealer/custodians that are acceptable to United Planners.

United Planners will retain a portion of GRS's investment management fee as a charge to GRS (not the client) for the above-referenced functions United Planners' is required to carry out by FINRA. This fee will not increase execution or brokerage charges to the client or the fee the client has agreed to pay GRS pursuant to the client's advisory agreement.

Clients should be aware of the following important facts regarding GRS's exclusive use of TDA:

- This limitation on the use of broker-dealers may affect GRS's ability to achieve most favorable execution of client transactions, and therefore may cost clients more money; and
- Not all investment advisors require clients to use specified broker-dealers.

There is no direct link between GRS's participation in the TDA institutional customer program and the investment advice it gives to its clients, although GRS receives some economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits are not contingent on the number of accounts, number of transactions or amount of revenue to TDA and are available to any investment advisor using TDA's custody and execution services. These benefits include the following products and services which are provided without cost or at a discount:

- the receipt of duplicate client statements and confirmations;
- research-related products and tools;
- consulting services;
- access to a trading desk serving institutional program participants;
- the ability to have GRS's fees deducted directly from client accounts;
- access to an electronic communications network for client order entry and account information;
- access to mutual funds with no transaction fees; and
- discounts on compliance, marketing, research, technology, and practice management products or services provided to GRS by third party vendors.

TD Ameritrade may also pay for business consulting and professional services received by GRSs' related persons and may also pay or reimburse for GRS personnel to attend conferences or meetings relating to the program or to TD Ameritrade's custody and brokerage services generally.

Some of the products and services made available by TD Ameritrade through the program may benefit GRS but may not benefit its client accounts. These products or services may assist GRS in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help GRS manage and further develop its business enterprise. The benefits received by GRS or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by GRS or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the GRS's recommendation of TD Ameritrade for custody and brokerage services.

Clients are advised there is an incentive for GRS and its IARs to recommend a broker/dealer over another based on the products and services that will be received rather than the client's best interest.

#### **Recommendation of United Planners for Implementation of Financial Planning Recommendations**

Because Brian Gotta and GRS's IARs are registered representatives with United Planners, if a client freely chooses to implement financial planning recommendations through them in their capacity as a registered representative, then United Planners will be the broker-dealer that is used.

United Planners has a wide range of approved securities products for which United Planners performs due diligence prior to selection. United Planners' registered representatives are required to adhere to these products when implementing securities transactions through United Planners. Commissions charged for these products may be higher or lower than commissions clients may be able to obtain if transactions were implemented through another broker/dealer. In addition, certain back-office, operational, technology and other administrative support that United Planners provides GRS's IARs also benefit GRS.

Additionally, product sponsors such as variable and investment companies and limited partnerships which are recommended to clients may provide support to GRS. Such support includes research, educational information, and monetary support for due diligence trips and client events.

### **Item 13. Review of Accounts**

#### **Financial Planning**

GRS makes a practice of reviewing the progress of its financial planning clients on an irregular, or as needed, basis. Annual reviews, however, are offered and recommended. In addition, the Advisor recommends to those clients that undergo substantial changes in their family and/or financial circumstances that a complete new written plan be prepared. Clients are assigned to a specific financial planner at the beginning of the relationship with the Advisor, and all reviews are conducted by the same planner.

A client may engage the Advisor on an ongoing annual basis for review and updating of the original plan. This review and update will be supplied at intervals chosen by the client and will be comprised of those reports regularly furnished to clients. This report may or may not include investment advice, depending upon the assets of the particular client and the investment needs of the client.

#### **Investment Management**

Account reviews take place at least bi-annually when client meetings occur. Additional account reviews may take place when market conditions dictate. All account reviews are conducted by Brian Gotta.

TD Ameritrade provides statements to clients on at least a quarterly basis. While Advisor is not obligated to provide regular reports to clients, Advisor may provide account summaries to clients during periodic client meetings.

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

GRS does not receive any economic benefit from non-clients for providing advice to clients and does not directly or indirectly compensate anyone who is not affiliated with GRS for referring clients to GRS.

#### **Item 15. Custody**

Except for the direct billing of account fees (as authorized by clients in writing), GRS does not have any arrangements by which it accepts or undertakes custody of client funds or securities. Client funds and securities are always held with a qualified custodian, such as TDA, who will provide the client with an account statement at least each calendar quarter. The account statement shows the amount of GRS's management fees that are deducted from the client's account during the period covered by the statement. Clients should review the account statements provided by their custodian carefully for accuracy.

#### **Item 16. Investment Discretion**

GRS requires that Investment Management clients accepted after February 27, 2012 authorize GRS to manage their accounts with discretion. GRS is actively working with non-discretionary clients accepted prior to this date to amend their agreements to provide GRS with discretionary authority.

#### **Item 17. Voting Client Securities**

##### **Proxy Voting**

As a matter of firm policy and practice, the GRS does not accept any authority to and does not vote proxies on behalf of GRS's clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. However, upon Client's request, GRS may provide advice to clients regarding the Client's voting of proxies.

#### **Class Actions, Bankruptcies and other Legal Proceedings**

GRS will neither advise nor act on behalf of the client in legal proceedings involving companies whose securities are held in the client's account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, clients may direct GRS to transmit copies of class action notices to the client or a third party. Upon such direction, GRS will make commercially reasonable efforts to forward such notices in a timely manner.

#### **Item 18. Financial Information**

GRS does not require or solicit the prepayment of any fees more than six months in advance of services rendered. Additionally, GRS does not have any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients.

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

Brian J. Gotta was born in 1961 and is the current President and Chairman of the Board of Gotta Retirement Services, Inc. He graduated from Babson College in 1983 with a BSBA degree in both Finance and Investments. He completed the estate planning program at Dartmouth College. Mr. Gotta completed the required courses and passed the necessary exams in 1997 to become a Registered

Principal with United Planner' Financial Services of America. In addition, Mr. Gotta passed the necessary exams in 1999 to become an investment advisor representative.

Mr. Gotta started his career with a major financial services firm, where he had experience as a branch manager and was responsible for the training of new representatives in mutual funds, life insurance, annuities, homeowner's insurance, property and casualty, disability insurance, etc.

Following is the employment history for Mr. Gotta for the past five years:

***Education***

BSBA – Babson College (Double major in Finance and Investments)

***Recent Business Background***

Date	Employment	Location	Position
11/2007 – Present	Gotta Retirement Services, Inc.	Braintree, MA	President and Owner
04/2008 – Present	Ye Olde Garrison, Inc.	Braintree, MA	Owner/Manager
12/2006 – Present	Havenwood, LLC	Braintree, MA	Owner/Manager
04/1990 – Present	United Planners Financial Services	Scottsdale, AZ	Registered Representative/ Principal
04/1990 – 12/2007	Financial Planning Advocates, Inc.	Braintree, MA	President and Owner
04/1990 – 12/2007	Maresta Insurance Agency	Braintree, MA	President and Owner

## **Privacy Notice**

Gotta Retirement Services, Inc. (GRS) has the privilege of assisting clients in reaching their financial goals. We take very seriously the responsibility to safeguard the confidentiality of client information that we obtain. We are, therefore, pleased to provide our policy on handling client information.

When you establish a relationship with GRS, you are requested to furnish personal and financial information used to assist in assessing your investment objectives and goals. In accordance with federal regulations, we may ask you to provide identification documents or other information. What you share with us is often private and confidential, and we are committed to its protection. In addition to the information collected, during the course of our relationship we may also collect a variety of non-public personal information from other sources. What we collect may include:

- Information we receive from you on the new account form and account applications. This information may include your name, address, phone number, email address, Social Security number and date of birth, as well as details about your interests, investments, and investment experience;
- Information about your transactions with us or others, including your financial advisor;
- Information we receive from our correspondent clearing firm, and custodians with respect to your account(s);
- Medical information submitted as part of an insurance application such as a traditional life policy;
- Information received from service bureaus or other third parties.

### **Limitations and Controls regarding sharing customer information**

GRS does not disclose non public personal information about you to anyone, except as permitted by law. Information is only shared to the extent that is prudent for GRS and/or our financial advisors to offer you products and services that best meet your investing needs and effect transactions that you request or authorize. We may disclose the information we collect to companies that perform administrative or marketing services on our behalf, product sponsor companies, parent company and subsidiaries, custodians, certain third-party data management providers, transfer agents, and when it is required by law, to regulatory or law enforcement authorities. As stated in our agreements, these companies will use this information only for the services for which we have specified, and are contractually obligated not to use or share this information for any other purpose.

### **Additionally, Gotta Retirement Services, Inc.**

- Provides training to all employees regarding the protection and confidentiality of client information;
- Maintains physical, electronic and procedural safeguards that comply with federal standards to protect this information;
- Will under no circumstances sell any information to any person or entity.

GRS and its financial advisors are committed to keeping your customer information secure, accurate, and current. This commitment also extends to those individuals who are no longer active customers. If you close your account, in the process of transferring your investments we may share your information with the new broker/dealer or custodian that you or your representative selects.

Gotta Retirement Services, Inc., reserves the right to change the policy at any time and will inform you of any changes.