

## Clarity Wealth Advisors, LLC

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### **Firm Brochure**

*This brochure provides information about the qualifications and business practices of Clarity Wealth Advisors, LLC d/b/a Clarity Wealth Advisors. If you have any questions about the contents of this brochure, please contact us at Clarity Wealth Advisors, LLC or by email at: [Parvin@Claritywa.com](mailto:Parvin@Claritywa.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. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.*

*Additional information about Clarity Wealth Advisors, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Clarity Wealth Advisors, LLC CRD number is: 157913*

*Registration does not imply a certain level of skill or training.*

**Version Date: March 14, 2016**

## Item 2 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 firm's last annual updating amendment dated February 10, 2015 we have amended this Disclosure Brochure to reflect that Ramisha Nicole Horton is no longer a Member / Owner of our firm. Parvin Manuchehri, our firm's Managing Member and Chief Compliance Officer, and Milind Pinak Dala, Managing Director, are the owners of our firm. If you have any questions about this change, please contact Parvin Manuchehri at 408-560-3220.

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## **Item 4 Advisory Business**

### **A. Description of the Advisory Firm**

Clarity Wealth Advisors, LLC is a Limited Liability Company organized in the state of California.

This firm has been in business since May 2011, and the principal owners of our firm are Parvin Manuchehri and Milind Pinak Dalal.

### **B. Types of Advisory Services**

Clarity Wealth Advisors, LLC (hereinafter "CWA") offers the following services to advisory clients:

#### **Investment Supervisory Services**

Clarity Wealth Advisors, LLC offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. Clarity Wealth Advisors, LLC gathers suitability information for each client, which outlines the client's current situation (income, tax levels, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Investment Supervisory Services may include, but are not limited to, the following:

- Investment strategy • Personal investment policy
- Asset allocation • Asset selection
- Risk tolerance • Regular portfolio monitoring

Clarity Wealth Advisors, LLC evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. CWA will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction.

#### **Selection of Other Advisers**

CWA may direct clients to third party money managers. CWA will be compensated via a fee share from the advisors to which it directs those clients. The fees shared will not exceed any limit imposed by any regulatory agency. Before selecting other advisors for clients, CWA will always ensure those other advisors are properly licensed or registered as investment advisor.

#### **Financial Planning**

Financial plans and financial planning may include, but are not limited to: investment planning, life insurance; tax concerns; retirement planning; college planning; and debt/credit planning. These services are based on hourly fees and the final fee structure is documented in the Financial Planning Agreement.

In offering financial planning, a conflict exists between the interests of the investment adviser and the interests of the client. The client is under no obligation to act upon the investment adviser's recommendation, and, if the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the investment adviser. This statement is required by California Code of Regulations, 10 CCR Section 260.235.2.

#### **Pension Consulting Services**

We offer pension consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. The ultimate decision to act on behalf of the plan shall remain with the plan

sponsor or other named fiduciary. We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as: Diversification; Asset allocation; Risk tolerance; and Time horizon. Our educational seminars may include other investment-related topics specific to the particular plan.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

#### 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 are described above, and in the service agreement that you have signed with our firm. Our compensation for these services is described below, at Item 5, 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.

In providing services to the Plan and Participants, our status is that of an investment adviser registered under the Investment Advisers Act of 1940, and we are not subject to any disqualifications under Section 411 of ERISA. To the extent we perform fiduciary services, we are acting as a fiduciary of the Plan as defined in Section 3(21) under ERISA.

#### **Services Limited to Specific Types of Investments**

Clarity Wealth Advisors, LLC primarily recommends mutual funds, equities, and exchange traded funds (ETFs). Additionally, Clarity Wealth Advisors, LLC may advise you on any type of investment that is appropriate based on the client's stated goals and objectives. Clarity Wealth Advisors, LLC may also provide advice on any type of investment held in the client's portfolio at the inception of the advisory relationship. Clients may request that Clarity Wealth Advisors, LLC refrain from investing in particular securities or certain types of securities. Clients must provide these restrictions to our firm in writing.

#### **C. Client Tailored Services and Client Imposed Restrictions**

Clarity Wealth Advisors, LLC offers the same suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client suitability information that we collect in identifying each client's current situation (income, tax levels, and risk tolerance levels), which is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent Clarity Wealth Advisors, LLC from properly servicing the client account, or if the restrictions would require Clarity Wealth Advisors, LLC to deviate from its standard suite of services, Clarity Wealth Advisors, LLC reserves the right to end the relationship.

#### **D. Wrap Fee Programs**

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. Clarity Wealth Advisors, LLC does not participate in any wrap fee programs.

#### **E. Amounts Under Management**

Clarity Wealth Advisors, LLC has the following assets under management :

<b>Discretionary Amounts:</b>	<b>Non-discretionary Amounts:</b>	<b>Date Calculated:</b>
\$153,291,740	\$1,898,759	2/29/2016

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

#### **A. Fee Schedule**

##### **Investment Supervisory Services Fees**

Total Assets Under Management	Annual Fee
\$1 - \$2,000,000	1.00%
\$2,000,001 - \$3,000,000	0.90%
\$3,000,001 - \$4,000,000	0.85%
\$4,000,001 - \$5,000,000	0.80%
Above \$5,000,000	0.75%

These fees are negotiable and the final fee and all other terms will be included in the Investment Advisory Contract. Fees are paid quarterly in advance, and clients may terminate their contracts with thirty days' written notice. Clients may terminate their contracts without penalty, for full refund, within 5 business days of signing the advisory contract. Advisory fees are withdrawn directly from the client's accounts with client written authorization. Lower fees for comparable services may be available from other sources.

Refunds are given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. Fees that are collected in advance will be refunded based on the prorated amount of work completed up to the day of termination within the quarter terminated. The fee refunded will be the balance of the fees collected in advance minus the daily rate\* times the number of days in the quarter up to and including the day of termination. (\*The daily rate is calculated by dividing the quarterly AUM fee by the number of days in the termination quarter).

##### **Selection of Other Advisers Fees**

CWA will direct clients to third party money manager, Nuveen. CWA will be compensated via a fee share from the advisors to which it directs those clients. This relationship will be disclosed in each contract between CWA and each third party adviser. The fees shared will not exceed any limit imposed by any regulatory agency. The fee schedule for Nuveen is as follows:

<b>AUM</b>	<b>CWA's Fee</b>	<b>Nuveen's Fee</b>	<b>Total Fee</b>
All Assets Under Management	0.20%	0.35%	0.55%

These fees are negotiable depending upon the needs of the client and complexity of the situation. Fees are paid quarterly in advance, and clients may terminate their contracts with thirty days' written notice. Refunds are given on a prorated basis, based on the number of days remaining in a quarter at the point of termination.

### **Financial Planning Fees**

Depending upon the complexity of the situation and the needs of the client, we typically charge a \$250 hourly fee or a flat fee of \$1,500 for these services. In some instances, we may charge a flat fee up to \$5,000 where the client's financial situation is more complex, and it requires additional time to provide the requested services. The fees are negotiable and the final fee schedule will be evidenced in the Financial Planning Agreement. Typically, we require an advance payment (usually 50% of the estimated total fee), but never more than six months in advance, with the remainder due upon presentation of the plan. We may also negotiate other fee paying arrangements upon client request. Fees that are charged in advance will be refunded based on the prorated amount of work completed at the point of termination. Clients may terminate their contracts without penalty within five business days of signing the advisory contract. Lower fees for comparable services may be available from other sources.

If a financial planning (only) client decides to become an investment management client within 90 days of the date of the signed financial planning agreement, the financial planning fee will be applied to the investment management fees.

The client may terminate the financial planning agreement at any time by providing written notice to CWA. The fee refunded will be the balance of the fees collected in advance minus the hourly rate times the number of hours of work that has been completed up to and including the day of termination.

### **Pension Consulting Fees**

The compensation arrangement for these services are based on the following fee schedule:

Total Assets Under Management	Annual Fee
\$1 - \$2,000,000	1.00%
\$2,000,001 - \$3,000,000	0.90%
\$3,000,001 - \$4,000,000	0.85%
\$4,000,001 - \$5,000,000	0.80%
Above \$5,000,000	0.75%

Either party to the pension consulting agreement may terminate the agreement upon 30-days' written notice to the other party. The pension consulting fees will be prorated for the quarter in which the termination notice is given and any unearned fees will be refunded to the client.

## **B. Payment of Fees**

### **Payment of Investment Supervisory Fees**

Advisory fees are withdrawn directly from the client's accounts with client written authorization. Fees are paid quarterly in advance.

Advisory fees may also be invoiced and billed directly to the client quarterly in advance. Clients may select the method in which they are billed.

**Payment of Selection of Other Advisers Fees**

Selection of Other Advisors fees are withdrawn directly from the client's accounts with client written authorization. Fees are paid quarterly in advance.

**Payment of Financial Planning Fees**

Hourly Financial Planning fees are paid via check. Fees are paid \$750 in advance, but never more than six months in advance, with the remainder due upon presentation of the plan. Fees that are charged in advance will be refunded based on the prorated amount of work completed at the point of termination.

**Payment of Pension Consulting Services Fees**

Pension consulting fees are paid quarterly in arrears.

**C. Clients Are Responsible For Third Party Fees**

Clients are responsible for the payment of all third party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by Clarity Wealth Advisors, LLC. Please see Item 12 of this brochure regarding broker/custodian.

**D. Prepayment of Fees**

Clarity Wealth Advisors, LLC collects fees in advance. Fees that are collected in advance will be refunded based on the prorated amount of work completed at the point of termination and the total days during the billing period. Fees will be refunded to the client's account within fourteen days.

The fee refunded will be the balance of the fees collected in advance minus the daily rate\* times the number of days in the quarter up to and including the day of termination. (\*The daily rate is calculated by dividing the quarterly AUM fee by the number of days in the termination quarter).

**E. Outside Compensation For the Sale of Securities to Clients**

Persons providing investment advice on behalf of our firm may be licensed as independent insurance agents. These persons may earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Persons providing investment advice on behalf of our firm may also be registered representatives with Purshe Kaplan Sterling Investments ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their capacity as registered representatives, these persons may receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as registered representatives is separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions. You are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm.



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

Clarity Wealth Advisors, LLC does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

## Item 7 Types of Clients

Clarity Wealth Advisors, LLC generally provides investment advice and/or management supervisory services to the following types of clients: Individuals; High-Net-Worth Individuals; Pension and Profit Sharing Plans; and Non-Profit Organizations.

### Minimum Account Size

There is an account minimum, Clarity Wealth Advisors, LLC, which may be waived by the investment advisor, based on the needs of the client and the complexity of the situation.

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

### A. Methods of Analysis and Investment Strategies

#### Methods of Analysis

Clarity Wealth Advisors, LLC's methods of analysis include charting analysis, fundamental analysis, technical analysis, and cyclical analysis.

**Charting analysis** involves the use of patterns in performance charts. Clarity Wealth Advisors, LLC uses this technique to search for patterns used to help predict favorable conditions for buying and/or selling a security.

**Fundamental analysis** involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

**Technical analysis** involves the analysis of past market data; primarily price and volume.

**Cyclical analysis** involved the analysis of business cycles to find favorable conditions for buying and/or selling a security.

#### Investment Strategies

Clarity Wealth Advisors, LLC uses long term trading, short term trading, short sales, margin transactions, and options writing (including covered options, uncovered options, or spreading strategies).

**Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

## **B. Material Risks Involved**

### **Methods of Analysis**

**Charting analysis** strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in solely using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

**Fundamental analysis** concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

**Technical analysis** attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

**Cyclical analysis** assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns and 2) if too many investors begin to implement this strategy, it changes the very cycles they are trying to take advantage of.

### **Investment Strategies**

Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Short term trading, short sales, margin transactions, and options writing generally hold greater risk and clients should be aware that there is a material risk of loss using any of those strategies.

**Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

## **C. Risks of Specific Securities Utilized**

Clarity Wealth Advisors, LLC generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. However, it will utilize short sales, margin transactions, and options writing. Short sales, margin transactions, and options writing generally hold greater risk of capital loss and clients should be aware that there is a material risk of loss using any of those strategies.

**Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

## **D. Recommendation of Particular Types of Securities**

As disclosed under the *Advisory Business* section in this brochure, Clarity Wealth Advisors, LLC primarily recommends mutual funds, equities, and exchange traded funds (ETFs). However, Clarity Wealth Advisors, LLC 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.

**Equities / Stocks:** 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.

**Mutual Funds and ETFs:** Mutual funds and exchange traded funds (ETFs) 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. 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. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

## **Item 9 Disciplinary Information**

### **A. Criminal or Civil Actions**

There are no criminal or civil actions to report.

### **B. Administrative Proceedings**

There are no administrative proceedings to report.

### **C. Self-regulatory Organization (SR) Proceedings**

There are no self-regulatory organization proceedings to report.

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

### **A. Registration as a Broker/Dealer or Broker/Dealer Representative**

Persons providing investment advice on behalf of our firm may also be registered representatives with Purshe Kaplan Sterling Investments ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. Please see Item 5 of this disclosure brochure for more information on this outside business activity.

### **B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor**

Neither Clarity Wealth Advisors, LLC nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

### **C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests**

In addition to being registered as an investment adviser, our firm is also licensed as an insurance agency with the State of California and does business under Clarity Insurance Solutions, LLC, a fictitious business name registered with the State of California. As a result, persons providing investment advice on behalf of our firm may be licensed as insurance agents. These persons may earn commission-based compensation for selling insurance products, including insurance products they sell to clients. Insurance commissions earned by these persons are separate from Clarity Wealth Advisors, LLC's advisory fees. Please see the *Fees and Compensation* section in this brochure for more information on the compensation received by insurance agents who are affiliated with our firm, Clarity Wealth Advisors, LLC.

All material conflicts of interest Under Section 260.238 (k) of the Corporations Code are disclosed regarding the investment adviser, its representatives or any of its employees, which could be reasonable expected to impair the rendering of unbiased and objective advice.

### **D. Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections**

CWA will direct clients to third party money managers. CWA will be compensated via a fee share from the advisers to which it directs those clients. This relationship will be disclosed in each contract between CWA and each third party advisor. The fees shared will not exceed any limit imposed by any regulatory agency. This creates a conflict of interest in that CWA has an incentive to direct clients to the third party money managers that provide CWA with a larger fee split. CWA will always act in the best interests of the client, including when determining which third party manager to recommend to clients. CWA will ensure that all recommended advisors or managers are licensed or notice filed in the states in which CWA is recommending them to clients.

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

### **A. Code of Ethics**

We have a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

## **B. Recommendations Involving Material Financial Interests**

Clarity Wealth Advisors, LLC does not recommend that clients buy or sell any security in which a related person to Clarity Wealth Advisors, LLC or Clarity Wealth Advisors, LLC has a material financial interest.

## **C. Investing Personal Money in the Same Securities as Clients**

From time to time, representatives of Clarity Wealth Advisors, LLC may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of Clarity Wealth Advisors, LLC to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. Clarity Wealth Advisors, LLC will always document any transactions that could be construed as conflicts of interest and will always transact client business before their own when similar securities are being bought or sold.

## **D. Trading Securities At/Around the Same Time as Clients' Securities**

From time to time, representatives of Clarity Wealth Advisors, LLC may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Clarity Wealth Advisors, LLC to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. Clarity Wealth Advisors, LLC will always transact client's transactions before its own when similar securities are being bought or sold.

# **Item 12 Brokerage Practices**

## **A. Factors Used to Select Custodians and/or Broker/Dealers**

Clarity Wealth Advisors, LLC maintains brokerage/custodial relationships with Fidelity Brokerage Services LLC and/or Charles Schwab & Co., Inc. These firms were chosen based on their relatively low transaction fees and access to mutual funds and ETFs. Clarity Wealth Advisors, LLC will never charge a premium or commission on transactions, beyond the actual cost imposed by the acting Custodian.

## **B. Research and Other Soft-Dollar Benefits**

Clarity Wealth Advisors, LLC does not maintain soft dollar relationships with a broker-dealer/custodian. In selecting or recommending a broker-dealer, Clarity Wealth Advisors, LLC may consider the value of research and additional brokerage products and services a broker-dealer/custodian has provided or will provide to clients and our firm. In the event Clarity Wealth Advisors, LLC receives additional brokerage products and services, they are not considered to have been paid for with "soft dollars."

### **C. Brokerage for Client Referrals**

Clarity Wealth Advisors, LLC receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

### **D. Clients Directing Which Broker/Dealer/Custodian to Use**

Clarity Wealth Advisors, LLC will not allow clients to direct Clarity Wealth Advisors, LLC to use a specific broker-dealer to execute transactions. Clients must use Clarity Wealth Advisors, LLC recommended custodian (broker-dealer).

### **E. Aggregating (Block) Trading for Multiple Client Accounts**

Clarity Wealth Advisors, LLC maintains the ability to block trade purchases across accounts for accounts that are managed with discretionary authority. Block trading may benefit a large group of clients by providing Clarity Wealth Advisors, LLC the ability to purchase larger blocks resulting in smaller transaction costs to the client. Declining to block trade can cause more expensive trades for clients.

## **Item 13 Reviews of Accounts**

### **A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews**

Client accounts are reviewed at least quarterly by Clarity Wealth Advisors, LLC. Parvin Manuchehri is the chief advisor and is instructed to review clients' accounts with regards to their investment policies and risk tolerance levels. All accounts at Clarity Wealth Advisors, LLC are assigned to this reviewer.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by Clarity Wealth Advisors, LLC.

### **B. Factors That Will Trigger a Non-Periodic Review of Client Accounts**

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

### **C. Content and Frequency of Regular Reports Provided to Clients**

Each client will receive at least quarterly from the custodian, a written report that details the client's account including assets held and asset value which will come from the custodian. Clarity Wealth Advisors, LLC may also provide clients with reports in addition to those provided by the custodian.

Clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

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

### **A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)**

Clarity Wealth Advisors, LLC does not receive any economic benefit, directly or indirectly from any third party for advice rendered to Clarity Wealth Advisors, LLC clients.

## **B . Compensation to Non - Advisory Personnel for Client Referrals**

Clarity Wealth Advisors, LLC does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

### **Item 15 Custody**

As paying agent for our firm, the independent custodian will directly debit client account(s) for the payment of Clarity Wealth Advisors, LLC's advisory fees. Clarity Wealth Advisors, LLC does not have physical custody of any client funds and/or securities. Client funds and securities will be held with a bank, broker-dealer, or other independent qualified custodian. Clients will receive account statements from the independent qualified custodian(s) holding client funds and securities at least quarterly. The account statements from the acting custodian(s) will indicate the amount of advisory fees deducted from the client's account(s) each billing period. Clients should carefully review account statements for accuracy.

### **Item 16 Investment Discretion**

Clients may grant Clarity Wealth Advisors, LLC discretion over the selection and amount of securities to be purchased or sold for client account(s) without obtaining consent or approval prior to each transaction. Clients may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, clients 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.

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

Clarity Wealth Advisors, LLC will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

### **Item 18 Financial Information**

#### **A. Balance Sheet**

Clarity Wealth Advisors, LLC does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

#### **B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients**

Neither Clarity Wealth Advisors, LLC nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

#### **C. Bankruptcy Petitions in Previous Ten Years**

Clarity Wealth Advisors, LLC has not been the subject of a bankruptcy petition in the last ten years.