

**Firm Brochure**  
(Part 2A of Form ADV)

**CASICO Asset Management, LLC.**

10250 Constellation Blvd.

23<sup>rd</sup> floor

Century City, CA 90067

**PHONE**  
(631) 235-0618

**EMAIL**  
[info@casicofunds.com](mailto:info@casicofunds.com)

This brochure provides information about the qualifications and business practices of Casico Asset Management, LLC (CRD # 175493). If you have any questions about the contents of this brochure, please contact us at: (631) 235-0618, or by email at: [info@casicofunds.com](mailto:info@casicofunds.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 Casico Asset Management, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

09/4/2015

## **Material Changes**

### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur.

### **Material Changes since the Last Update**

The U.S. Securities and Exchange Commission issued a final rule in July 2010 requiring advisers to provide a Firm Brochure in narrative “plain English” format. The new final rule specifies mandatory sections and organization.

This is Casico Asset Management, LLC’s initial brochure as a state investment adviser.

### **Full Brochure Available**

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: (631) 235-0618 or by email at: [info@casicofunds.com](mailto:info@casicofunds.com).

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## **Item 4-Advisory Business**

### **Firm Description**

Casico Asset Management, LLC (“Adviser”) was founded in year 2012. Adviser provides personalized confidential investment management to individuals. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning.

The Adviser does not act as a custodian of client assets and the client always maintains asset control.

Investment advice is provided, with the client making the final decision on investment selection. Adviser does not act as a custodian of client assets. The client always maintains asset control.

A written evaluation of each client's initial situation is provided to the client, often in the form of a net worth statement. Periodic reviews are also communicated to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

### **Principal Owners**

Jay Sayers is a 20% owner. David Cheng is a 80% owner.

### **Types of Advisory Services**

Adviser provides investment supervisory services, also known as asset management services; manages investment advisory accounts not involving investment supervisory services.

The Adviser will provide asset management services and is compensated for such services through a management fee further outlined below in Item 5. It should be noted that all aspects of the client’s financial affairs are reviewed prior to executing and implementing any investment management services

As of June 30, 2015, Adviser manages approximately \$40 million in assets for approximately 15 clients, all on a discretionary basis.

### **Types of Agreements**

The following agreements define the typical client relationships.

### **Advisory Service Agreement**

Most clients choose to have Adviser will manage their assets in order to obtain ongoing in-depth advice. All aspects of the client’s financial affairs are reviewed, including those of their children.

Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis. The scope of work and fee for an Advisory Service Agreement is provided to the client in writing prior to the start of the relationship. An Advisory Service Agreement includes: cash flow management; insurance review; investment management (including performance reporting); education planning; retirement planning; estate planning; and tax preparation, as well as the implementation of recommendations within each area.

Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the quarter completed. The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee computation, adjusted for the number of days during the billing quarter prior to termination.

### **Asset Management**

Assets are invested primarily in U.S. based equities, usually through discount brokers or fund companies. Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Discount brokerages may charge a transaction fee for the purchase of some funds.

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. The Adviser does not receive any compensation, in any form, from fund companies.

Initial public offerings (IPOs) are not available through the Adviser.

California Code of Regulations Section 260.238 (k) provides that failing to disclose to a client in writing before entering or renewing an advisory agreement with that client any material conflicts of interest regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice does not promote "fair, equitable or ethical principles".

### **WRAP Program**

The Adviser does not sponsor a WRAP fee program.

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

### **Description**

Adviser bases its fees on a percentage of assets under management. Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the quarter completed. The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee computation, adjusted for the

number of days during the billing quarter prior to termination. The investment management fees are negotiable at the sole discretion of the Adviser. The annual Advisory Service Agreement fee is based on a percentage of the investable assets according to the following schedule:

\_1.50%\_ on all assets.

Fees are negotiable.

Lower fees for comparable services may be available from other sources.

### **Fee Billing**

Investment management fees are billed monthly, in advance meaning that we invoice you before the three-month billing period has begun. Payment in full is expected upon invoice presentation. Fees are usually deducted from a designated client account to facilitate billing. The client must consent in advance to direct debiting of their investment account. The client may select to be billed or have fees directly deducted.

Adviser does not charge any other types of fees or expenses clients may pay in connection with advisory services, such as custodian fees or mutual fund expenses. Clients will incur brokerage and other transaction costs through their custodian. See Brokerage section for more details.

Neither Adviser nor any of its supervised persons accepts compensation for the sale of securities or other investment products.

## **Item 6-Performance-Based Fees**

### **Sharing of Capital Gains**

Some advisors offer performance fees as an alternative. This is an optional method to clients who meet the Advisor's and state qualifications. For those that do, and that elect this fee alternative, the fee is generally a percentage of the profits earned, sometimes only after a certain minimum return has been achieved. Clients should review the pertinent fee agreement for more specifics about how this fee is charged.

This arrangement can create a conflict of interest as Adviser has an incentive to favor accounts for which Adviser receives a performance-based fee. Adviser addresses this conflict by disclosing the arrangement to all clients and letting them choose which fee option to pick.

(a) The Adviser shall be paid a performance fee (the "Performance Fee") as of the end of each calendar month, as defined in the Investment Management Agreement.

(b) The Performance Fee shall be paid within ten (10) calendar days after Client's receipt of an invoice from the Adviser.

(c) The Performance Fee with respect to the Initial Contribution and any Additional Contribution equates to twenty five percent (25%).

(d) The Adviser maintains a minimum account requirement of \$250,000.

(e) Performance-based fees will only be charged in accordance with the provisions of CCR Section 260.234.

## **Item 7-Types of Clients**

### **Description**

Adviser generally provides investment advice to individuals and specifically individuals defined as high net worth.

Client relationships vary in scope and length of service.

### **Account Minimums**

The minimum account size is \$250,000 of assets under management. The Adviser may at its sole discretion waive this account minimum if deemed necessary.

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

### **Methods of Analysis**

Security analysis methods include fundamental analysis.

The main sources of information include financial newspapers and magazines, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

### **Investment Strategies**

The primary investment strategy used on client accounts is tactical asset allocation. Portfolios are globally diversified to control the risk associated with traditional markets. The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Other strategies may include short-term purchases and trading.

### **Risk of Loss**

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.



- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

## **Item 9-Disciplinary Information**

### **Legal and Disciplinary**

The firm and its employees have not been involved in legal or disciplinary events related to past or present investment clients.

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

### **Financial Industry Activities**

Adviser nor any management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Adviser nor any management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

The Adviser does not currently have any other financial industry affiliations or activities in place.

Adviser does not recommend or select other investment advisers to its clients.

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

**Code of Ethics**

The employees of Adviser have committed to a Code of Ethics that is available for review by clients and prospective clients upon request. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

**Recommendations**

Adviser or a related person may recommend to clients, or buys or sells for client accounts, securities in which you or a related person has a material financial interest. If this occurs, the client will always receive preferential treatment. Further, such trading will be disclosed to the client.

**Participation or Interest in Client Transactions**

The Adviser and its employees may buy or sell securities that are also held by clients. Employees may not trade their own securities ahead of client trades. Employees comply with the provisions of the firm's compliance manual.

**Personal Trading**

The Chief Compliance Officer of Adviser is Jay Sayers. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the firm receive preferential treatment. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets. If the Adviser buys or sells securities for client accounts at or about the same time Adviser buys or sells for Advisers own account, this creates a conflict of interest.

**Item 12-Brokerage Practices****Selecting Brokerage Firms**

Adviser does not have any affiliation with product sales firms. Specific custodian recommendations are made to Clients based on their need for such services. The Adviser recommends custodians based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates.

Adviser does not receive fees or commissions from any of these arrangements.

**Best Execution**

Adviser reviews the execution of trades at each custodian each quarter. The review is documented in the firm's compliance manual. Trading fees charged by the custodians is also reviewed on a quarterly basis. The Adviser does not receive any portion of the trading fees.

**Soft Dollars**

The Adviser currently does not receive any soft dollar benefits.

**Order Aggregation**

Most trades are mutual funds or exchange-traded funds where trade aggregation does not garner any client benefit.

## **Item 13-Review of Accounts**

### **Periodic Reviews**

Account reviews are performed quarterly by advisors Jay Sayers, CCO. Account reviews are performed more frequently when market conditions dictate.

### **Review Triggers**

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

### **Regular Reports**

Account reviewers are members of the firm's Investment Committee. They are instructed to consider the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client. Clients receive periodic communications on at least an annual basis. Reports are not written.

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

### **Incoming Referrals**

From time to time the Adviser may enter into solicitor relationships with qualified individuals who are paid to refer clients to the Adviser. The Adviser ensures that all solicitors are licensed when it is required and are otherwise qualified to provide investment advice. All solicitors may only provide impersonal investment advice by recommending the Firm's services and may not comment on using the Adviser's services or comment on portfolio construction. The terms of all solicitor arrangements are defined by a contract between the solicitor and the Adviser which sets forth the term of the agreement and the form of compensation to the solicitor. The fees to the solicitor are paid out of the Adviser's standard management fees and the payment of solicitor fees does not increase the cost of investment management services to the client. The solicitor is required by the Adviser to present a disclosure to all prospects and clients which details the compensation to the solicitor and other general terms of the relationship between the solicitor and the Adviser. The solicitor must have the client sign this disclosure and return it to the Adviser prior to receiving any compensation from the Adviser.

### **Referrals Out**

Adviser does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

## **Item 15-Custody**

- A. The Adviser has custody of the funds and securities solely as a consequence of its authority to make withdrawals from client accounts to pay its advisory fee.
- B. The Adviser has written authorization from the client to deduct advisory fees from the

account held with the qualified custodian.

- C. Each time a fee is directly deducted from a client account, the Adviser concurrently:
  - i. Sends the qualified custodian an invoice or statement of the amount of the fee to be deducted from the client's account; and
  - ii. Sends the client an invoice or statement itemizing the fee. Itemization includes the formula used to calculate the fee, the value of the assets under management on which the fee is based, and the time period covered by the fee.
- D. The Adviser will notify the Commissioner in writing that the Adviser intends to use the safeguards provided in this section.

## **Item 16-Investment Discretion**

### **Discretionary Authority for Trading**

The Adviser accepts discretionary authority to manage securities accounts on behalf of clients. The Adviser has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. However, the Adviser consults with the client prior to each trade to obtain concurrence if a blanket trading authorization has not been given. Discretionary trading authority facilitates placing trades in your accounts on your behalf so that we may promptly implement the investment policy that you have approved in writing.

Discretion is granted by way of trading authority on Client accounts. There are no limitations.

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

### **Proxy Votes**

The Adviser does not vote proxies on securities. Clients are expected to vote their own proxies.

When assistance on voting proxies is requested, the Adviser will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

Clients will receive their proxies or other solicitations directly from their custodian.

## **Item 18-Financial Information**

### **Financial Condition**

Adviser does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because Adviser does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$600 per client, and six months or more in advance.

Adviser has not been the subject of a bankruptcy.

## Item 19-Requirements for State-Registered Advisers

A. John Jay Sayers will act as chief executive officer and chief compliance officer. David Cheng is also a management person.

B. Casico is a LLC and standalone investment adviser, and offers a variety of advisory products. Casico will spend a varying amount of time on each business, but will be actively engaged as an ADVISER in no less than 10% of its time.

C. Casico and its supervised persons may accept performance-based fees.

Performance-based compensation may create an incentive for the Adviser to recommend an investment that may carry a higher degree of risk to the *Client*.

D. Neither Casico nor any of its supervised persons have been involved in any of the following:

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:

- (a) an investment or an *investment-related* business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:

- (a) an investment or an *investment-related* business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

E. Neither Casico nor any of its management persons have any relationship with any issuer of securities.

None of the money managers are compensated with performance-based fees.

Pursuant to California Code of Regulations, CCR Section 260.238 (k), Casico hereby makes the following statement: A conflict inherently exists between a person or firm that, for compensation, is engaged in the act of providing advice, making recommendations, issuing reports or furnishing analyses on securities, either directly or through publications and the entity compensating it or them. Any material conflicts of interest have been disclosed.

## **Business Continuity Plan**

### **General**

Adviser has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

### **Disasters**

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite.

### **Alternate Offices**

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

### **Loss of Key Personnel**

Adviser has signed a Business Continuation Agreement with another financial advisory firm to support Adviser in the event of Adviser's serious disability or death.

## **Information Security Program**

### **Privacy Notice**

Adviser is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals.

With your permission, we disclose limited information to attorneys, accountants, and mortgage lenders with whom you have established a relationship. You may opt out from our sharing information with these nonaffiliated third parties by notifying us at any time by telephone, mail, fax, email, or in person. With your permission, we share a limited amount of information about you with your brokerage firm in order to execute securities transactions on your behalf.

We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier, secure data encryption techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personally identifiable information about you will be maintained while you are a client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this Privacy Notice to you annually, in writing.