

**DISCLOSURE BROCHURE**



This brochure provides information about the qualifications and business practices of RPA Wealth Management. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 909-296-7977. 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.

**March 28, 2020**

## Item 2: Material Changes

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

This update is in accordance with the required annual update for Registered Investment Advisors. In addition. Since the last filing of this brochure on March 27, 2019, the following has been updated in this brochure filing:

### **Full Brochure Available**

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at 909-296-7977 or by email at [bpasqua@rpawealth.com](mailto:bpasqua@rpawealth.com).

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## Item 4: Advisory Business

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### Firm Description

RPA Wealth Management (“Advisor”) was founded in 2013. Brent Pasqua owns 95% of the firm and the remaining 5% is owned by Matthew Theal. Advisor provides investment management to individuals and pension and profit-sharing plans. Advice is provided through consultation with the Client and includes such areas as:

- Retirement Planning
- Financial Planning
- Investment Management
- Budget and Cash Flow Analysis
- Tax Planning
- Debt Management
- Insurance Review
- Estate Planning
- Business Succession and Exit Planning
- Social Security Maximization

An evaluation of each Client's initial situation is provided to the Client, often in the form of a net worth statement, risk analysis or similar document. 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.) should be engaged directly by the Client on an as-needed basis.

### Types of Advisory Services

#### ASSET MANAGEMENT

RPA Wealth Management offers discretionary direct asset management services to advisory Clients. RPA Wealth Management offers Clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors. The Client will grant RPA Wealth Management discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

Advisor will utilize The Betterment Institutional (Betterment) platform. On this platform, Advisor has the discretion to delegate the management of all or part of the Assets to one or more independent investment managers or independent investment management programs (“Independent Managers”). To the extent utilized, Independent Managers will have limited power-of- attorney and trading authority over those assets Advisor directs to them for management. Advisor will supervise the Independent Managers and monitor and review asset allocation and asset performance. Advisor may terminate or change Independent Managers when, in Advisor’s sole discretion, Advisor believes such termination or changes are in your best interest.

#### **Charles Schwab & Company (CS&Co.) - Managed Account Platforms**

RPA Wealth Management is independent of and not owned by, affiliated with, or sponsored or supervised by CS&Co., or their affiliates (together, "Schwab"). RPA Wealth Management is the client's investment advisor and responsible for determining the appropriateness of the Program for the client, choosing a

suitable investment strategy and portfolio for the client's investment needs and goals, and managing that portfolio on an ongoing basis.

### **Retirement Plan Rollovers**

RPA Wealth Management provides educational services to retirement plan participants with assets that could potentially be rolled-over to an IRA advisory account. An employee generally has four (4) options for their retirement plan when they leave an employer:

1. Leave the money in his/her former employer's plan, if permitted;
2. Rollover the assets to his/her new employer's plan, if one is available and permitted;
3. Rollover to an Individual Retirement Account (IRA); or,
4. Cash out the account value, which has significant tax considerations.

RPA Wealth Management has an incentive to recommend a rollover based on the compensation received, which is mitigated by the fiduciary duty to act in a client's best interest.

### **Retirement Plan Consulting**

Investment advisor representatives of RPA Wealth Management may assist clients that are trustees or other fiduciaries to retirement plans ("Plans") by providing fee-based consulting and/or advisory services. Investment advisor representatives may perform one or more of the following services:

- **Investment Policy Statement.** Advisor Representative will assist the Plan in the preparation or review of an investment policy statement ("IPS") for the plan based upon consultation with Client
- **Ongoing Investment Recommendations.** Advisor Representative will recommend, for consideration and selection by Client, specific investments to be held by the Plan or, in the case of a participant-directed defined contribution plan, to be made available as investment options under the Plan. Advisor Representative will recommend for consideration and selection by Client, investment replacements if an existing investment is determined by the Client to no longer be suitable as an investment option.
- **Ongoing Investment Monitoring.** Advisor Representative will perform ongoing monitoring of investment options in relation to the criteria provided by the Client to the Advisor Representative.
- **Qualified Default Investment Alternative Assistance.** Advisor Representative may assist Client with selecting investment products or managed accounts offered by third parties in connection with the definition of a "Qualified Default Investment Alternative" ("QDIA") under ERISA (for plans subject to ERISA).
- **Non-Discretionary Model Portfolios.** Advisor Representative will recommend, for consideration and approval by Client: 1. asset allocation target-date or risk-based model portfolios for the Plan to make available to Plan participants and 2. funds from the line-up of investment options chosen by the Client to include in such model portfolios.
- **Performance Reports.** Advisor Representative will prepare periodic reports reviewing the performance of all Plan investment options, as well as comparing the performance thereof to benchmarks with Client. The information used to generate the reports will be derived directly from information such as statements provided by Client, investment providers and/or third parties.

- **Service Provider Liaison.** Advisor Representative shall assist the Plan by acting as a liaison between the Plan and service providers, product sponsors or vendors. In such cases, Advisor Representative shall act only in accordance with instructions from Client or Plan administration matters and shall not exercise judgement or discretion on such matters.
- **Education Services to Plan Committee.** Advisors Representative will provide training for the members of the Plan Committee with regard to their service on the Committee, including education and consulting with respect to fiduciary responsibilities.
- **Participant Education.** Advisors Representative will design an education plan and that may include information about the investment options under the Plan (e.g. investment objectives, risk/return characteristics and historical performance, investment concepts \*e.g. diversification, asset classes and risk and return), the determination of investment time horizons and the assessment of risk tolerance. Such information shall not include specific investment advice about investment options under the Plan as being appropriate for a particular participant.
- **Participant Enrollment.** Advisors Representative will assist Client in enrolling participants in the Plan, including conducting an agreed-upon number of enrollment meetings. As part of such meetings, Advisor Representative will provide participants with information about the Plan, which may include information on the benefits of Plan participation, the benefits of increasing Plan contributions, the impact of preretirement withdrawals on retirement income, the terms of the Plan and the operation of the Plan.
- **Plan Search Support/Vendor Analysis.** Advisor Representatives will assist with the preparation, distribution, and evaluation of Requests for Proposal, finalist interviews and conversion support.
- **Benchmarking Services.** Advisor Representative will provide Client with comparisons of Plan data (e.g. regarding fees and services and participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.
- **Assistance Identifying Plan Fees.** Advisor Representative will assist Client in identifying the fees and other costs borne by the Plan, as specified by Client, for investment management, recordkeeping, participant education, participant communication and/or other services provided with respect to the Plan.

As part of such meetings, Investment Advisor Representatives can provide participants with information about the Plan, which includes information on the benefits of participation, the benefits of increasing contributions, the impact of pre-retirement withdrawals on retirement income, the terms of the Plan and the operation of the Plan. If the Plan makes available publicly traded employer stock ("company stock") as an investment option under the Plan, investment advisor representatives do not provide investment advice regarding company stock and are not responsible for the decision to offer company stock as an investment option. In addition, if participants in the Plan may invest the assets in their accounts through individual brokerage accounts, a mutual fund window, or other similar arrangement, or may obtain participant loans, investment advisor representatives do not provide any individualized advice or recommendations to the participants regarding these decisions.

Investment Advisor Representatives can provide individualized investment advice to Plan participants regarding their Plan and/or other assets by separate agreement.

### **FINANCIAL PLANNING AND CONSULTING**

Advisor offers financial planning and consulting services to help Clients with most aspects of their investments and financial condition. Consulting services will continue from year to year unless cancelled in writing by either party. Client may terminate the Agreement within five (5) days without obligation.

Financial planning services are available as a one-time written plan where the engagement terminates upon delivery of the plan or as an on-going consulting relationship that can include one or more of the following areas:

- Ongoing access to newsletters, webinars, education and networking events
- Initial meeting (in person or virtual) – up to two hours
- Follow up meeting to deliver and discuss initial recommendations – up to 90 minutes
- Written financial planning recommendations (paper and/or electronic) – updated annually
- Regular accountability check-in emails to help Client stay on track available upon request
- Phone or email access to answer questions
- Engagements are considered terminated upon plan delivery.

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.

The Client is under no obligation to act upon the investment advisor's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Advisor. One time or initial consultations will be completed and delivered inside of thirty days. Clients may terminate advisory services with thirty (30) days written notice.

### **VARIABLE AND FIXED ANNUITY AND VARIABLE LIFE MANAGEMENT**

Advisor offers discretionary direct asset management services to advisory Clients on their annuities and variable life products. Advisor will work with individuals to assemble an appropriate portfolio of investment options as provided through the insurance company that services variable annuity investment. The accounts will be monitored on an annual basis.

### **SUB-ADVISORY SERVICES**

Advisor provides customized investment advisory solutions to third party unaffiliated investment advisers. Advisor works with each third-party unaffiliated investment adviser to identify appropriate investment mandates as well as risk tolerance in order to create a portfolio allocation or set of allocations using investment strategies. Advisor will have responsibility for:

- Allocating Client assets consistent investment objective on a discretionary basis, and
- Ensuring that any restrictions placed on an account are consistent with the Model before allocating assets.

Advisor will provide a questionnaire or similar tools to third party unaffiliated investment advisers in order to determine the Client's risk profile, investment horizon, financial circumstances and investment objectives.

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

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written Client consent.

### **Wrap Fee Programs**

Advisor does not sponsor a wrap program.

### **Client Assets under Management**

As December 31, 2019, Advisor had approximately \$112,565,829 of Client assets under management on a discretionary basis.

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

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### **Method of Compensation and Fee Schedule**

#### ASSET MANAGEMENT

Advisor offers discretionary asset management services to advisory Clients. The fees for these services will be based on a percentage of assets under management as follows:

<b>Assets Under Management</b>	<b>Maximum Annual Fee</b>	<b>Maximum Quarterly Fee</b>
First \$1,000,000	1.00%	.250
Next \$1,000,000	0.90%	.225
Next \$1,000,000	0.80%	.200
Next \$1,000,000	0.70%	.175
Next \$1,000,000	0.60%	.150
Above \$5,000,000	Determined by circumstance	Determined by circumstance

Advisor will also charge an additional \$10 fee per quarter, per account, to offset charges for performance reports and other third-party software costs.

Accounts within the same household are generally combined for a reduced fee. Fees are billed quarterly in arrears based on average daily balance of the previous quarter. Each time a fee is deducted the firm will concurrently send the qualified custodian and Client an invoice itemizing the fee that includes the formula used to calculate the fee, the amount of assets under managements the fee is based on, and the time period covered by the fee.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. Advisor will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees, and Client will acknowledge, in



writing, any agreement of increase in said fees.

### **RPA Wealth (Betterment)**

MTG, LLC dba Betterment Securities (“Betterment Securities”), is an unaffiliated FINRA/SIPC member broker/dealer. When utilizing the Betterment Investment platform, Advisor’s fee will be based on a negotiable 1% annual fee in all accounts. In addition to Advisor’s annual fee, Betterment’s fee is .25% annually.

- Betterment Securities does not charge separately for custody/brokerage services but is compensated as part of the Betterment for Advisors platform fee charged as a percentage of assets that includes custody, brokerage, and sub-advisory services.
- Betterment Securities serves as broker-dealer to Betterment for Advisors, an investment and advice platform serving independent investment advisory firms like RPA Wealth Management (“Betterment for Advisors”).
- Betterment for Advisors makes available various support services which may not be available to Betterment’s retail customers to help RPA Wealth Management manage or administer accounts, while others help us manage and grow our business.
- Betterment for Advisors’ support services are generally available on an unsolicited basis and at no charge to RPA Wealth Management, including:
  - Access to a globally diversified, low-cost portfolio of ETFs, execution of securities transactions, and custody of client assets through Betterment Securities.
  - A series of model portfolios created by third-party providers are also available on the platform.
  - Betterment for Advisors provides service to RPA Wealth Management to help the firm manage and administer clients’ accounts, such as software and technology, back-office functions, recordkeeping, and reporting, access to client account data as well as pricing and other market data.
- Betterment for Advisors offers other services intended to help RPA Wealth Management with business development efforts and operational management.
  - Technology Consulting
  - Business Consulting
  - Industry publications
  - Practice management
  - Business succession.

The availability of these services from Betterment for Advisors benefits RPA Wealth Management because the firm does not have to produce or purchase them. These services may be contingent upon committing a certain amount of business to Betterment Securities in assets in custody. The

receipt of such services creates a conflict of interest that is mitigated by the firm's fiduciary duty to act in a client's best interest.

Fees will be automatically deducted from Client's account. Betterment will make quarterly adjustments for deposits and withdrawals in Client accounts. As part of this process, you understand and acknowledge the following:

- Betterment Securities as the custodian, sends statements at least quarterly to Clients showing all disbursements for their account, including the amount of the advisory fees paid to our firm;
- The Client has provided authorization permitting fees to be directly paid by these terms;
- Betterment calculates the advisory fees and deducts them from the Client's account. The fees are based on a Client's average daily balance of their entire account. Client will see the total fee (to include the Betterment Institutional platform fee of 25 basis points in addition to the annual percentage of assets charged by Advisor of no more than 1.00% annually.)

#### ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets. The initial fee will be based on the market value of the Plan assets as calculated by the custodian or record keeper of the Included Assets on the last business day of the initial fee period.

ERISA Accounts		
Assets Under Management	Maximum Annual Fee	Maximum Quarterly Fee
First \$1,000,000	0.50	.125
Next \$1,000,000	0.40	.100
Next \$1,000,000	0.30	.075
Next \$1,000,000	0.20	.050
Next \$1,000,000	0.10	.025
Above \$5,000,000	Determined by circumstance	Determined by circumstance

If the services provided start any time other than the first day of a quarter, the fee will be prorated based on the number of days remaining in the initial fee period. Thereafter, the fee will be based on the market value of the Plan assets on the last business day of the fee period (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets) and will be due the following business day. If this Agreement is terminated prior to the end of the fee period, the Advisor shall be entitled to a prorated fee based on the number of days during the fee period services were provided. Any unearned fees shall be refunded to the Plan or Plan Sponsor.

The compensation of Advisor for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. The Advisor does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, the Advisor will disclose this

compensation, the services rendered, and the payer of compensation. The Advisor will offset the compensation against the fees agreed upon under this Agreement.

## FINANCIAL PLANNING AND CONSULTING

### Ongoing Consulting Services

This service is offered for a negotiable annual flat fee charged based on the scope of work as documented on the financial planning agreement. Fees are based on the unique Client fees and complexity of the services required. Prior to the planning process the Client will be provided an estimated fee. Client will pay the initial fee upon engagement and the monthly fee within 10 days of the receipt of invoice or on the first of the month depending on which method of payment the Client chooses. Client may cancel within five (5) business days of signing Agreement with no obligation. If the Client cancels after five (5) business days, any unpaid earned fees will be due to Advisor. Advisor reserves the right to waive all applicable financial planning and consulting fees if the Client implements the recommendations with Advisor.

### *Fee Arrangement for Ongoing Consulting*

Clients will select a payment method on the Financial Planning and Consulting Agreement.

- Check
- Credit Card
- Electronic Bank Draft
- Deducted from an Account Managed by Advisor

### Written Financial Plan (One-Time)

This service is available within a range based on the scope and complexity of the planning as well as the level of expertise and amount of time required. Fees can be negotiated outside of the general range as circumstances warrant.

- Single - \$1,800 - \$3,000
- Married - \$3,600 - \$5,000
- Retirement Planning - \$4,500 - \$10,000

Clients will be provided an estimated fee prior to the Client engaging in services. Client will pay the fee due upon delivery of the completed plan. Services are completed and delivered inside of thirty days. Client may cancel within five (5) business days of signing Agreement with no obligation. If the Client cancels after five (5) business days, any unpaid earned fees will be due to Advisor. Advisor reserves the right to waive all applicable financial planning and consulting fees if the Client implements the recommendations with Advisor.

## VARIABLE AND FIXED ANNUITY AND VARIABLE LIFE MANAGEMENT

Fees for portfolios managed by Advisor for Annuities are based on a percentage of Assets Under Management. The fee is 1%.

Advisor fees are billed quarterly in advance based on the amount of assets managed as of the close of business on the last business day of the previous quarter. Quarterly advisory fees will be paid in the following ways:

- deducting from Client's account For Clients under the age of 59 ½

- deducted from a Client's account held with Advisor
- payable within 10 days of invoice presentation

### **SUBADVISORY SERVICES FEES**

An annualized fee of 0.325% will be charged on the total assets under management that the third-party unaffiliated investment adviser brings to Advisor. Advisor is compensated directly by the third-party unaffiliated investment adviser with a portion of their investment management fee, as per the duly executed Sub-Advisory services agreement. Third party unaffiliated investment adviser who engage Advisor as a Sub-advisor shall be responsible for billing their Clients and collecting all fees.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. Clients may terminate advisory services with thirty (30) days written notice. For accounts closed mid-billing period, Advisor will be entitled to a pro rata fee for the days service was provided in the final period. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

### **Client Payment of Fees**

Investment management fees are billed quarterly in arrears, meaning we bill you at the end of the quarter. 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. Financial Planning Fees are due upon delivery of the completed plan. Ongoing monthly fees are due at the beginning of each month.

### **Additional Client Fees Charged**

Custodians charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling and miscellaneous fees (fee levied to recover costs associated with fees assessed by self-regulatory organizations). The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

### **Mutual Fund Share Class Disclosures**

Certain mutual fund share classes charge a 12b-1 fee that generally amounts to an additional .25% expense ratio or more. The purpose of 12b-1 fees, as approved by the SEC, are to cover marketing expenses and shareholder services such as support services and "other expenses" such as legal, accounting and the administrative functions of the custodian. When selecting a mutual fund, Investment Advisor Representatives have a fiduciary duty to choose the share class that helps manage the overall fee structure of the account. The entire fee structure includes such fees as the asset management fee, the expense ratio and ticket charges.

- Mutual funds typically offer multiple share classes, including lower-cost share classes that do not charge 12b-1 fees and are therefore usually less expensive.
- Investment Advisor Representatives will consider investing client funds in 12b-1 fee-paying share classes even when a lower-cost share class is available as appropriate to account for the overall fee structure and tax considerations as well as attributes of a fund not available for lesser fees.

- Advisor, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

For more details on the brokerage practices, see Item 12 of this brochure.

### **Prepayment of Client Fees**

Ongoing monthly fees are due either at the beginning of each month or within 10 days of invoice receipt depending on the payment option the Client selects.

### **External Compensation for the Sale of Securities to Clients**

Advisor does not receive any external compensation for the sale of securities to Clients, nor do any of the investment advisor representatives of Advisor.

## **Item 6: Performance-Based Fees and Side-by-Side Management**

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### **Sharing of Capital Gains**

RPA Wealth Management does not charge performance-based fees for its investment advisory services. The fees charged by the firm are as described in “Item 5 – Fees and Compensation” above and are not based upon the capital appreciation of the funds or securities held by any Client. RPA Wealth Management does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund). It has no financial incentive to recommend or implement any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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RPA Wealth Management offers investment advisory services primarily to individuals. The number of each type of Client is provided on Form ADV Part 1A. These numbers change over time and are updated at least annually. There is no minimum account balance required to open or maintain an account.

### **Account Minimums**

Advisor does not require a minimum to open an account.

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

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### **Methods of Analysis**

Advisor utilizes fundamental analysis when managing Client’s assets. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

- **Fundamental Analysis** - Fundamental analysis utilizes economic and business indicators as investment selection criteria. The criteria generally consist of ratios and trends that can indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to show that they are a strong investment with a value discounted by the market. While this type of analysis helps the firm in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose

value and may have negative investment performance. The firm monitors these economic indicators to determine if adjustments to strategic allocations are appropriate.

## **Risk of Loss**

Investing in securities involves the risk of loss, including the entire principal amount. Securities fluctuate in value and can lose value. Clients should be prepared to bear the potential risk of loss. The firm will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors. However, there is no guarantee that a Client will meet their investment goals. While the methods of analysis help the firm in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The firm monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. The specific risks associated with a strategy are provided to each Client in advance of investing. The firm will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Below is a list of risks that should be considered before investing that can apply to the investment account. Additional unforeseen risks may affect, but clients are encouraged to at least consider the following risks:

- **Business Risk** – The measure of risk associated with a particular security. It is also known as unsystematic risk and refers to the risk associated with a specific issuer of a security. Generally speaking, all businesses in the same industry have similar types of business risk. More specifically, business risk refers to the possibility that the issuer of a particular company stock or a bond may go bankrupt or be unable to pay the interest or principal in the case of bonds.
- **Call Risk** – The risk specific to bond issues and refers to the possibility that a debt security will be called before maturity. Call risk usually goes hand in hand with reinvestment risk because the bondholder must find an investment that provides the same level of income for equal risk. Call risk is most prevalent when interest rates are falling, as companies trying to save money will usually redeem bond issues with higher coupons and replace them on the bond market with issues with lower interest rates.
- **Company-Specific Risk** – A risk specific to a company's operations, executive decisions and reputation, which is difficult to quantify.
- **Complex Products** – Complex Products are complicated instruments that should only be used by sophisticated investors who fully understand the terms, investment strategy and risks associated with the funds. In particular, clients should be aware of certain specific risks involved in trading Complex Products. These risks include, but are not limited to:
  - **Seek Daily Target Returns:** Most Complex Products "reset" daily, meaning that they are designed to achieve their stated objectives on a daily basis. Due to the effect of compounding, the return for investors who invest for a period longer than one trading day can vary significantly from the stated goal as well as the target benchmark's performance. This is especially true in very volatile markets or if a Complex Product is tracking a very volatile underlying index. Investments in any Complex Product must be actively monitored daily and are typically not appropriate for a buy-and-hold strategy.

- **Higher Operating Expenses and Fees:** Investors should be aware that these Complex Products typically rebalance their portfolios frequently, often daily, to compensate for anticipated changes in overall market conditions. For example, volatility-linked ETPs will rebalance their exposure to futures of different maturities to maintain the targeted maturity. This rebalancing can result in frequent trading and increased portfolio turnover. These Complex Products will, therefore, generally have higher operating expenses and investment management fees than other funds or products.
- **Tax Treatment May Vary:** In many cases, Complex Products may generate their returns through the use of derivative instruments. Because derivatives are taxed differently from equity or fixed-income securities, investors should be aware that these Complex Products may not have the same tax efficiencies as other funds or products.
- **Concentration Risk** – Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. Also, the rise or drop in price of any given holding in the portfolio is expected to have a more significant impact on portfolio performance, than a more broadly diversified portfolio.
- **Credit Risk** – The risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.
- **Currency/Exchange Rate Risk** – The risk of a change in the price of one currency against another.
- **Force Majeure** – A natural and unavoidable catastrophe that interrupts the expected course of events, market structure and access to funds.
- **Interest Rate Risk** – The risk that fixed-income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.
- **Inflationary Risk** – The risk that future inflation will cause the purchasing power of cash flow from an investment to decline.
- **Inverse Funds** – Inverse mutual funds and ETFs, which are sometimes referred to as "short" funds, seek to provide the opposite of the single-day performance of the index or benchmark they track. Inverse funds are often marketed as a way to profit from, or hedge exposure to, downward moving markets. Some inverse funds also use leverage, such that they seek to achieve a return that is a multiple of the opposite performance of the underlying index or benchmark (i.e., -200%, -300%). In addition to leverage, these funds may also use derivative instruments to accomplish their objectives. As such, inverse funds are volatile and provide the potential for significant losses.
- **Legislative Risk** – The risk of a legislative ruling resulting in adverse consequences.
- **Liquidity Risk** – The possibility that an investor may not be able to buy or sell an investment as and when desired or in sufficient quantities because opportunities are limited.

- **Market Risk** – The risk that the value of securities may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries. Market risk is a risk that will affect all securities in the same manner caused by some factor that cannot be controlled by diversification.
- **Pandemic Risk** – Large-scale outbreaks of infectious disease that can greatly increase morbidity and mortality over a wide geographic area, crossing international boundaries, and causing significant economic, social, and political disruption.
- **Reinvestment Risk** – The risk that falling interest rates will lead to a decline in cash flow from an investment when its principal and interest payments are reinvested at lower rates.
- **Social/Political Risk** – The possibility of nationalization, unfavorable government action or social changes resulting in a loss of value.
- **Taxability Risk** – The risk that a security that was issued with tax-exempt status could potentially lose that status before maturity. Since municipal bonds carry a lower interest rate than fully taxable bonds, the bondholders would end up with a lower after-tax yield than initially planned.
- **Terrorism Risk** – An act of terror or calculated use of violence against the country, market structure or individuals.
- **Volatility-Linked Products** – Volatility-linked ETPs are generally designed to track the Chicago Board Options Exchange Volatility Index (VIX) futures. The VIX is a measure of the expected volatility of the S&P 500 index as measured by the implied volatility of options on that index. Volatility ETPs gain exposure to market volatility through futures or options contracts on the VIX. Volatility-linked ETPs that seek to maintain a continuous, targeted maturity exposure to VIX futures will either track or hold VIX futures contracts on a rolling basis. They will sell shorter-term contracts or contracts about to expire with contracts that have more distant or deferred maturity dates to maintain the desired exposure. The performance of volatility-linked ETPs can be significantly different than the performance of the VIX and the actual realized volatility of the S&P 500 Index. VIX futures contracts are among the most volatile segments of all futures markets. Volatility-linked ETPs may be subject to extreme volatility and higher risk of loss than other traditional ETFs.

The firm's methods of analysis and investment strategies do not represent any significant or unusual risks; however, all strategies have inherent risks and performance limitations. When creating a financial plan, Advisor utilizes fundamental analysis to provide review of insurance policies for economic value and income replacement. Technical analysis is used to review mutual funds and individual stocks. The main sources of information include y-charts, Client documents such as tax returns and insurance policies.

In developing a financial plan for a Client, Advisor's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the Client's specific situation. The main sources of information include financial newspapers and magazines, annual reports, prospectuses, and filings with the Securities and Exchange Commission.



## Investment Strategy

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. Each Client executes an Investment Policy Statement or Risk Tolerance that documents their objectives and their desired investment strategy.

## Investment Strategies

An investment strategy is what guides an investor's decisions based on goals, risk tolerance, and future needs for capital. Some investment strategies seek rapid growth where an investor focuses on capital appreciation, or they can follow a low-risk strategy where the focus is on wealth protection.

- **Income with Capital Preservation.** A conservative investment strategy with an objective of long-term accumulation. Emphasis is placed on generating current income with minimal risk of capital loss. A low-risk investment strategy generally results in reduced potential for overall return.
- **Income with Moderate Growth.** This investment objective emphasizes the generation of current income with a secondary focus on moderate capital growth.
- **Growth with Income.** This investment objective emphasizes modest capital growth with some focus on the generation of current income.
- **Growth.** This investment objective emphasizes achieving high long-term growth and capital appreciation. There is little focus on the generation of current income.
- **Aggressive Growth.** This investment objective emphasizes aggressive growth and maximum capital appreciation, with no focus on the generation of current income. This objective has a very high level of risk and is for investors with a longer time horizon.

Other strategies may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

## Item 9: Disciplinary Information

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### Criminal or Civil Actions

The firm and its management have not been involved in any criminal or civil action required to be reported.

### Administrative Enforcement Proceedings

The firm and its management have not been involved in administrative enforcement proceedings required to be reported.

### Self-Regulatory Organization Enforcement Proceedings

The firm and its management have not been involved in legal or disciplinary events related to past or present investment Clients required to be reported.

## Item 10: Other Financial Industry Activities and Affiliations

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### Broker-Dealer or Representative Registration

Advisor is not registered as a broker-dealer and no affiliates are registered representatives of a broker-dealer.

## **Futures or Commodity Registration**

Neither Advisor nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

## **Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Advisor does not have any material relationships or conflicts of interest to disclose.

## **Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

Advisor does not solicit the services of Third Party Money Managers to manage Client accounts.

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

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### **Code of Ethics Description**

The employees of Advisor have committed to a Code of Ethics (“Code”). The purpose of our Code is to set forth standards of conduct expected of Advisor employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of Advisor. The Code reflects Advisor and its supervised persons’ responsibility to act in the best interest of their Client.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non- public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

Advisor’s policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of Advisor may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

Advisor’s Code is based on the guiding principle that the interests of the Client are our top priority. Advisor’s officers, directors, advisors, and other employees have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client’s interests over the interests of either employees or the company.

The Code applies to covered persons with additional requirements for “access” persons. “Access” persons are covered persons who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

Advisor will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

### **Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

Advisor and its employees do not recommend to Clients securities in which we have a material financial interest.

### **Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

Advisor and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide Advisor with copies of their brokerage statements.

The Chief Compliance Officer is Brent Pasqua. He reviews all employee trades each quarter. The personal trading reviews helps mitigate that the personal trading of employees does not affect the markets and that Clients of the firm have received preferential treatment over employee trades.

## **Item 12: Brokerage Practices**

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### **Factors Used to Select Broker-Dealers for Client Transactions**

Advisor recommend the use of a particular broker-dealer or may utilize a broker-dealer of the Client's choosing. Advisor will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. Advisor relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by Advisor.

### **Directed Brokerage**

The firm does not accept directed brokerage arrangements (when a client requires that account transactions be executed through a specific broker/dealer).

### **Best Execution**

Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

### **Soft Dollar Arrangements**

Advisor utilizes the services of custodial broker dealers. Economic benefits are received by Advisor which would not be received if Advisor did not give investment advice to Clients. The benefits include: A dedicated trading desk, a dedicated service group and an account services manager dedicated to Advisor's accounts, ability to conduct "block" Client trades, electronic download of trades, balances and positions, duplicate and batched Client statements, and the ability to have advisory fees directly deducted from Client accounts.

A conflict of interest exists when Advisor receives soft dollars. This conflict is mitigated disclosures, procedures, and the firm's Fiduciary obligation to act in the best interest of his Clients and the services received are beneficial to all Clients.

### **Aggregating Securities Transactions for Client Accounts**

Advisor aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of Advisor. All Clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis.

### **Item 13: Review of Accounts**

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#### **Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Account reviews are performed by Investment Advisor Representatives. Account reviews are performed more frequently when market conditions dictate.

#### **Review of Client Accounts on Non-Periodic Basis**

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

#### **Content of Client Provided Reports and Frequency**

Clients receive account statements no less than monthly for managed accounts. Account statements are issued by the Advisor's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

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

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#### **Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

As disclosed under Item 12 above, Advisor may receive soft dollars from the custodian.

#### **Advisory Firm Payments for Client Referrals**

Advisor does not compensate for Client referrals.

### **Item 15: Custody**

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RPA Wealth Management does not have direct custody of client funds or securities. However, as a consequence of the authority to make withdrawals from client accounts to pay advisory fees the firm provides the following safeguards:

1. The firm obtains written authorization from the client to deduct advisory fees from the account held with the qualified custodian. Advisor is deemed to have constructive custody solely because advisory fees are directly deducted from Client's account by the custodian on behalf of Advisor.
2. Each time a fee is directly deducted from a client account, the firm will concurrently send the qualified custodian an invoice of the amount of the fee to be deducted from the client's account and send the client an invoice itemizing the fee. Itemization includes the formula used to calculate the fee, the amount of assets under managements the fee is based on, and the time period covered by the fee.

Clients will receive statements directly from the qualified custodians at least quarterly. Clients are urged to carefully review those statements.

### **Item 16: Investment Discretion**

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#### **Discretionary Authority for Trading**

Advisor accepts discretionary authority to manage securities accounts on behalf of Clients. Advisor 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. The Client will authorize Advisor discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

The Client approves the custodian to be used and the commission rates paid to the custodian. Advisor does not

receive any portion of the transaction fees or commissions paid by the Client to the custodian on certain trades.

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

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RPA Wealth Management does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent. When assistance on voting proxies is requested, Advisor will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

#### **Item 18: Financial Information**

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RPA Wealth Management LLC does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. There are no financial conditions that are reasonably likely to impair the firm's ability to meet contractual commitments to clients.

**SUPERVISED PERSON BROCHURE**  
**FORM ADV PART 2B**

**Brent Matthew Pasqua**



This brochure supplement provides information about Brent Pasqua and supplements the RPA Wealth Management's brochure. You should have received a copy of that brochure. Please contact Brent Pasqua if you did not receive the brochure or if you have any questions about the contents of this supplement. Additional information about Brent Pasqua (CRD #5880292) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**March 28, 2020**

## **Item 2 Educational Background and Business Experience**

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This section of the brochure supplement includes the Investment Advisor Representative's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years.

**Brent M. Pasqua**

Year of Birth: **1981**

### **Education**

The following information details your Financial Advisor's formal education. If a degree were attained, the type of degree would be listed next to the name of the institution. If a degree is not listed, the Financial Advisor attended the institution but did not attain a degree.

California State University, San Bernardino, CA; B.A. Business - 2004

### **Business Experience**

The following information details your Financial Advisor's business experience for at least the past five years.

RPA Wealth Management

Managing Member / Chief Compliance Officer / Investment Advisor Representative; 07/2013 –Present

RPA Insurance Services

Insurance Agent; 12/2013 –01/2018

Legacy Financial & Insurance Services

Insurance Agent; 03/2004 – 12/2013

Legacy Investment Services, LLC

Investment Advisor Representative; 1/2011 –12/2013

KDG Investments

Sports Management; 01/1997 – 11/2004

## **Item 3 Disciplinary Information**

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This section includes any legal or disciplinary events and material to a client's or prospective client's evaluation of the supervised person.

There are no legal or disciplinary events required to be disclosed in response to this item. Any such disciplinary information would be available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 4 Other Business Activities**

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This section includes any relationship between the advisory business and the supervised person's other financial industry activities that creates a material conflict of interest with clients and describes the nature of the conflict and generally how it is addressed. If the supervised person is actively engaged in any investment-related business or occupation; including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of

an FCM, CPO, or CTA, the business relationship, if any, between the advisory business and the other business, is disclosed below.

Mr. Pasqua is licensed to sell insurance products for commission compensation. This represents a conflict of interest that is mitigated by a fiduciary duty to act in a client's best interest.

#### **Item 5 Performance Based Fee Description**

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This section includes details regarding if someone who is not a client provides an economic benefit to the supervised person for providing advisory services. For purposes of this Item, economic benefits include sales awards and other prizes, but not the supervised person's regular salary, if any.

Mr. Pasqua has no additional compensation to disclose for providing advisory services.

#### **Item 6 Supervision**

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This section explains how RPA Wealth Management supervises the supervised person, including how the advice the supervised person provided to clients is monitored.

Since Mr. Pasqua is the 95% owner of RPA Wealth Management and the Chief Compliance Officer. He is solely responsible for all supervision and formulation and monitoring of investment advice offered to Clients. He will adhere to the policies and procedures as described in the firm's Compliance Manual.



**SUPERVISED PERSON BROCHURE**

FORM ADV PART 2B

Matthew R. Theal, CFP®



This brochure supplement provides information about Matthew Theal and supplements the RPA Wealth Management's brochure. You should have received a copy of that brochure. Please contact Brent Pasqua if you did not receive the brochure or if you have any questions about the contents of this supplement. Additional information about Matthew R. Theal (CRD #6245173) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**March 28, 2020**

## **Item 2 Educational Background and Business Experience**

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This section of the brochure supplement includes the Investment Advisor Representative's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years.

**Matthew Theal**

Year of Birth: **1986**

### **Education**

The following information details your Financial Advisor's formal education. If a degree were attained, the type of degree would be listed next to the name of the institution. If a degree is not listed, the Financial Advisor attended the institution but did not attain a degree.

California State University Polytechnic-Pomona; Bachelor of Science - Finance; 2008

### **Professional Designations**

The following provides information on professional designation(s) that Matthew Theal earned.

#### **Certified Financial Planner™ - CFP®**

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP Board"). The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its:

- (1) high standard of professional education;
- (2) stringent code of conduct and standards of practice; and,
- (3) ethical requirements that govern professional engagements with clients.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

**Education** – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;

**Examination** – Pass the comprehensive CFP® Certification Examination. The examination, administered in two 3-hour sessions, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;

**Experience** – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and

**Ethics** – Agree to be bound by CFP Board’s Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

**Continuing Education** – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and,

**Ethics** – Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients. CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### **Business Experience**

The following information details your Financial Advisor’s business experience for at least the past five years.

RPA Wealth Management

Investment Advisor Representative; 08/2013 – Present

RPA Insurance Services

Insurance Agent; 04/2015 – 01/2018

Legacy Investments

Investment Analyst; 11/2012 - 08/2013

### **Item 3 Disciplinary Information**

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This section includes any legal or disciplinary events and material to a client's or prospective client's evaluation of the supervised person.

There are no legal or disciplinary events required to be disclosed in response to this item. Any such disciplinary information would be available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### **Item 4 Other Business Activities**

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This section includes any relationship between the advisory business and the supervised person’s other financial industry activities that creates a material conflict of interest with clients and describes the nature of the conflict and generally how it is addressed. If the supervised person is actively engaged in any investment-related business or occupation; including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, the business relationship, if any, between the advisory business and the other

business, is disclosed below.

Mr. Theal does not have any other business activities to disclose.

#### **Item 5 Performance Based Fee Description**

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This section includes details regarding if someone who is not a client provides an economic benefit to the supervised person for providing advisory services. For purposes of this Item, economic benefits include sales awards and other prizes, but not the supervised person's regular salary, if any.

Mr. Theal has no additional compensation to disclose for providing advisory services.

#### **Item 6 Supervision**

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This section explains how RPA Wealth Management supervises the supervised person, including how the advice the supervised person provided to clients is monitored.

Mr. Theal is supervised by Brent Pasqua, Chief Compliance Officer. He reviews Matthew's work through client account reviews, quarterly personal transaction reports as well as face-to-face and phone interactions.

**SUPERVISED PERSON BROCHURE**

FORM ADV PART 2B

Joshua R. Winterswyk



This brochure supplement provides information about Joshua Winterswyk and supplements the RPA Wealth Management's brochure. You should have received a copy of that brochure. Please contact Brent Pasqua if you did not receive the brochure or if you have any questions about the contents of this supplement. Additional information about Joshua R. Winterswyk (CRD #6573201) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**March 28, 2020**

## **Item 2 Educational Background and Business Experience**

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This section of the brochure supplement includes the Investment Advisor Representative's name, age (or year of birth), formal education after high school, and business background (including an identification of the specific positions held) for the preceding five years.

**Joshua R. Winterswyk**

Year of Birth: **1987**

### **Education**

The following information details your Financial Advisor's formal education. If a degree were attained, the type of degree would be listed next to the name of the institution. If a degree is not listed, the Financial Advisor attended the institution but did not attain a degree.

California State University-San Bernardino; Bachelor of Arts - Finance; 2010

Chaffey College; Associate of Arts - University Studies; 2008

### **Professional Designations**

The following provides information on professional designation(s) that Joshua Winterswyk earned.

#### **Certified Financial Planner™ - CFP®**

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP Board"). The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its:

- (2) high standard of professional education;
- (2) stringent code of conduct and standards of practice; and,
- (3) ethical requirements that govern professional engagements with clients.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

**Education** – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;

**Examination** – Pass the comprehensive CFP® Certification Examination. The examination, administered in two 3-hour sessions, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;

**Experience** – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and

**Ethics** – Agree to be bound by CFP Board’s Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

**Continuing Education** – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and,

**Ethics** – Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients. CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### **Business Experience**

The following information details your Financial Advisor’s business experience for at least the past five years.

RPA Wealth Management

Investment Advisor Representative; 10/2015 - Present

RPA Insurance Services

Insurance Agent; 09/2015 – 01/2018

Citibank

Personal Banker; 11/2009 – 09/2015

P.F. Chang

Server; 05/2008 – 07/2010

### **Item 3 Disciplinary Information**

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This section includes any legal or disciplinary events and material to a client's or prospective client's evaluation of the supervised person.

There are no legal or disciplinary events required to be disclosed in response to this item. Any such disciplinary information would be available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### **Item 4 Other Business Activities**

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This section includes any relationship between the advisory business and the supervised person’s other financial industry activities that creates a material conflict of interest with clients and describes the nature of the conflict and generally how it is addressed. If the supervised person is actively engaged in any investment-

related business or occupation; including if the supervised person is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant ("FCM"), commodity pool operator ("CPO"), commodity trading advisor ("CTA"), or an associated person of an FCM, CPO, or CTA, the business relationship, if any, between the advisory business and the other business, is disclosed below.

Mr. Winterswyk does not have any other business activities to disclose.

#### **Item 5 Performance Based Fee Description**

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This section includes details regarding if someone who is not a client provides an economic benefit to the supervised person for providing advisory services. For purposes of this Item, economic benefits include sales awards and other prizes, but not the supervised person's regular salary, if any.

Mr. Winterswyk has no additional compensation to disclose for providing advisory services.

#### **Item 6 Supervision**

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This section explains how RPA Wealth Management supervises the supervised person, including how the advice the supervised person provided to clients is monitored.

Mr. Winterswyk is supervised by Brent Pasqua, Chief Compliance Officer. He reviews Matthew's work through client account reviews, quarterly personal transaction reports as well as face-to-face and phone interactions.



### **Our Commitment to You**

RPA Wealth Management (“the firm”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described herein our Privacy Policy (“Policy”). Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. The firm (also referred to as “we”, “our” and “us”) protects the security and confidentiality of personal information. Additionally, the firm has implemented controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you. RPA Wealth Management does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below. Details of our approach to privacy and how your personal non-public information is collected and used is outlined in this Policy.

### **What you need to know?**

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### **What information do we collect from you?**

Driver’s license number	Date of birth
Social security or taxpayer-identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### **What Information do we collect from other sources?**

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment suitability questionnaires
Transactional information with us or others	Additional information needed to service account

### **How do we protect your information?**

To safeguard your personal information from unauthorized access and use, we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect the Client's personal information. We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### **How do we share your information?**

An Registered Investment Advisor shares Client personal information to implement its services effectively. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We share information with technology vendors and third-party service providers to manage and support operations and regulatory compliance (such as administrators, brokers, custodians, regulators, credit agencies, consultants and other financial institutions) as necessary to provide agreed-upon services, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> The firm does not disclose and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Specific laws may give us the right to share your personal information with financial institutions where you are a customer and where RPA Wealth Management or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> The firm does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties concerning persons who are no longer our Clients.	No	Not Shared

Other Important Information
<b>California, North Dakota, and Vermont.</b> In response to applicable state law, if the mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.
<b>Massachusetts.</b> In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us. Periodically we may revise this Policy and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (909) 296-7977 or [bpasqua@rpawealth.com](mailto:bpasqua@rpawealth.com).