

## ITEM 1: COVER PAGE

---



### **Laurel Wealth Advisors, Inc.**

#### **FORM ADV 2A - FIRM BROCHURE**

(Firm CRD # 157139 / SEC #801-72334)

*990 Highland Drive, Suite 205*

*Solana Beach, CA 92075*

*Telephone: 858.459.1101*

*Fax: 858.456.0020*

*Website: [www.laurelwa.com](http://www.laurelwa.com)*

January 1, 2021

This Form ADV Part 2A Brochure (or "Brochure") provides information about the investment qualifications and business practices of Laurel Wealth Advisors, Inc., a federal-registered investment adviser. If you have any questions about the contents of this Brochure, please contact our Chief Compliance Officer, Brian M. Lavoie, directly at 858.459.1101.

This Brochure's information has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or any state securities authority. Nothing in this document is to be construed as a recommendation or an endorsement by the SEC or any state securities authority or an offer of securities; please refer to actual investment offering and related legal documentation for complete disclosures. Any reference to or use of the terms "registered investment adviser" or "registered" does not imply Laurel Wealth Advisors, Inc. or any of its associated persons have achieved a certain level of skill or training. Investments involve risk, including the possible loss of principal. An adviser's written and oral communications provide you with information you may use to determine whether to retain their services. As required by federal and state regulations, this document is on file with the appropriate regulatory authorities.

Additional information about Laurel Wealth Advisors, Inc. is available on the SEC's website at

[www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

*(Click on the link, select "Investment Adviser Firm," and type in the firm's name or CRD #157139.  
Results will provide you all the advisers' disclosure brochures.)*

## ITEM 2: MATERIAL CHANGES

### Update

Laurel Wealth Advisors, Inc. ("Laurel Wealth," "LWA," the "adviser," "firm," "us," "we," or "our") reviews and updates its Form ADV Part 2A Brochure at least annually to confirm it remains current. In this item, we are required to summarize only those material changes made to our Brochure since our last annual updating amendment of March 2020. Since the previous updating amendment, changes have been made to the following Brochure areas:

#### ITEM 4: Advisory Business

##### *Principal Office & Place of Business*

Effective November 2020, Laurel Wealth relocated its headquarters from 8008 Girard Avenue, Suite 330, La Jolla, CA 92037 to 990 Highland Drive, Suite 205 Solana Beach, CA 92075.

##### *Assets Under Management*

Updated assets under management ("AUM") data to reflect amounts as of December 31, 2020:

TYPE OF ACCOUNT	ASSETS UNDER MANAGEMENT
Discretionary	\$ 1,403,333,179
Non-Discretionary	\$ 319,231,393
Total	\$ 1,722,564,572

- ITEM 12: BROKERAGE PRACTICES

Updated LWA's preferred qualified custodian to reflect only one (1) preferred custodian, Charles Schwab & Co., Inc. Institutional ("Schwab"), a FINRA-registered broker-dealer, member SIPC as custodian (*previously, TD Ameritrade ("TDA") or Raymond James ("Raymond James") were also recommended for certain accounts*).

- ITEM 18: FINANCIAL INFORMATION

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

As an advisory firm, LWA must disclose any financial conditions that are reasonably likely to impair its ability to meet its contractual obligations. Since its inception, LWA has been on solid financial ground. On May 8, 2020, in response to circumstances brought about by recent COVID19 conditions, the adviser obtained a \$71,200 Paycheck Protection Program ("PPP") loan for financial assistance to aid in the payment of the salaries of employees who are primarily responsible for performing firm advisory functions. Outside of the above, neither the adviser nor its management has any financial conditions that are likely to impair its ability to meet contractual commitments to referred investors reasonably. LWA has no additional financial circumstances to report.

### Full Brochure Availability

This Form ADV Part 2A Brochure applies to all LWA advisory accounts, including any accounts a client may open in the future. The adviser may, at any time, amend this document to reflect changes in its business practices or for other required updates as mandated by securities regulators. Annually, we will provide clients - either by electronic means or by hard copy, with a copy of this Brochure or a "summary of material changes" notice from the document we previously distributed. Please retain this for future reference as it contains essential information concerning LWA's advisory services and business.

At any time, you may view our current Form ADV disclosure documents on-line at the SEC's Investment Adviser Public Disclosure ("IAPD") website at <http://www.adviserinfo.sec.gov>, by searching for the firm by name, CRD # 157139, or by calling us directly at 858.459.1101.

**ITEM 3: TABLE OF CONTENTS**

---

ITEM 1: FORM ADV PART 2A DISCLOSURE BROCHURE .....1

ITEM 2: MATERIAL CHANGES .....2

ITEM 3: TABLE OF CONTENTS.....3

ITEM 4: ADVISORY BUSINESS .....4

ITEM 5: FEES & COMPENSATION .....6

ITEM 6: PERFORMANCE-BASED FEES & SIDE-BY-SIDE MANAGEMENT .....10

ITEM 7: TYPES OF CLIENTS .....10

ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES & RISK OF LOSS.....11

ITEM 9: DISCIPLINARY INFORMATION.....16

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS.....16

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING .....18

ITEM 12: BROKERAGE PRACTICES .....19

ITEM 13: REVIEWS OF ACCOUNTS .....24

ITEM 14: CLIENT REFERRALS & OTHER COMPENSATION .....26

ITEM 15: CUSTODY.....26

ITEM 16: INVESTMENT DISCRETION.....27

ITEM 17: VOTING CLIENT SECURITIES .....27

ITEM 18: FINANCIAL INFORMATION .....28

ITEM 19: REQUIREMENTS FOR STATE-REGISTERED ADVISERS.....28

BUSINESS CONTINUITY PLAN .....28

INFORMATION SECURITY PROGRAM .....29

PRIVACY PRACTICES .....29

## ITEM 4: ADVISORY BUSINESS

---

### Description of the Advisory Firm

Laurel Wealth Advisors, Inc. is a federally registered investment adviser located at 990 Highland Drive, Suite 205, Solana Beach, CA 92075. The firm has been in business since March 2011. LWA's Principal Owners are Lee A. Tripodi, Principal & President, and Mark D. Welsh, Principal & Managing Director. *(Please refer to Form ADV Part 2B - Brochure Supplements for additional details of the Principal's formal education and business background.)*

### "Co-Branding" Disclosures

LWA offers services through its network of Investment Advisor Representatives ("Advisor Representatives" or "IARs"). Some Advisor Representatives may have established their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials or client statements. Clients should understand that these businesses are legal entities of the *Advisor Representatives* and not of LWA, the investment adviser. Advisor Representatives are under the supervision of LWA, and the advisory services of the Advisor Representatives are provided through LWA. LWA has co-branding arrangements with the following IARs:

- Patrick J. Berry, CONCERT Retirement Plan Consulting, Inc.
- Douglas F. Bradley, Capital Stewardship Group
- Neva C. Bradley, Capital Stewardship Group
- Christopher M. Conner, Strong Valley Wealth & Pension
- Erick S. Conway, von Berge Wealth Management Group
- Joseph A. Forlenza, Skycity Advisors
- Michael S. Haig, Sterling Global Strategies
- Gregory J. Jackey, Jackey/Robinson Group
- John P. Paladino, Sterling Global Strategies
- Vanessa L. Pearson, Pearson Wealth Management
- Sundip ("Sonny") Rai, Pinnacle Private Advisors
- Jason W. Rankin, Strong Valley Wealth & Pension
- Robert L. Rankin, Strong Valley Wealth & Pension
- Beverly W. Robinson, Jackey/Robinson Group
- Adam T. Tirapelle, Strong Valley Wealth & Pension
- Erick D. von Berge, von Berge Wealth Management Group
- Stuart J. Weissman, Wealth Preservation
- Erica L. York, Strong Valley Wealth & Pension

### Types of Advisory Services

LWA offers investment supervisory and financial planning services, ongoing portfolio management, and hourly services for clients based on individual goals, objectives, time horizons, and risk tolerance. These services include but are not limited to the following:

- Investment Strategy
- Personal Investment Policy
- Asset Allocation
- Asset Selection
- Portfolio Monitoring

LWA emphasizes continuous personal client contact and interaction in delivering the above services. The adviser works with clients to create portfolio allocations designed to complement each client's individual defined goals and objectives, as detailed within each client's Investment Advisory Agreement ("Advisory Agreement" or "Agreement"). LWA provides its individually tailored client investment strategies and recommendation services on a discretionary or non-discretionary basis. Advisor Representatives are restricted to providing the services and fees detailed herein and the client's Advisory Agreement. *(See Item 16: Investment Discretion.)*

### Investment Supervisory Services

**Investment Supervisory Services** clients undergo an initial interview and discussion to outline their current financial situation and establish their risk tolerance and investment objectives (i.e., including income, tax, and risk acceptance levels, among other considerations). If appropriate for the account type, LWA will create an Investment Policy Statement ("IPS") to aid in selecting a portfolio that matches the client's circumstances. The IPS establishes reasonable expectations, objectives, and guidelines for investing the client's Portfolio account ("account") assets. It sets forth an investment structure detailing permitted asset classes and regular allocations for the account and creates the framework for what is intended to be a well-diversified asset mix whose goal is to generate acceptable, long-term returns at a level of risk suitable to the client. An IPS is not a contract; an IPS is an investment philosophy summary intended to guide the client and LWA; it is not to be construed as offering any guarantees. *Clients are ultimately responsible for establishing their investment policy.*

Clients will be assigned to one of several risk profiles and a specific portfolio strategy based on information gathered and the amount of assets to be managed on their behalf. The final fee structure is documented in each client's Advisory Agreement. LWA will then supervise and direct the account's investments, subject to the objectives, limitations, and restrictions listed in the client's written Advisory Agreement and IPS if required for the account type.

*Clients are expected to notify LWA of any changes in their financial situation, investment objectives, or account restrictions promptly.*

### Financial Planning Services

**Financial Planning Services** could include but are not limited to investment and retirement planning assistance, tax concerns, college planning, personal savings, investment programs, and debt or credit planning. Services are based on either fixed or hourly fees, with the final fee structure documented in each client's Advisory Agreement. In offering financial planning, a conflict exists between the interests of LWA and the interests of the client. The client is under no obligation to act upon LWA's recommendation(s). Should they elect to act on any recommendations received, they are under no obligation to effect the transaction through LWA.

#### *Financial Planning Services - ERISA accounts*

LWA provides investment advice to clients with employee benefit plans or other retirement accounts (i.e., IRAs). As such, the firm is considered a fiduciary under the Employee Retirement Income and Securities Act ("ERISA") and regulations under the Internal Revenue Code of 1986 (the "Code") and is required to abide by the Impartial Conduct Standards, as defined by ERISA. To comply with the Impartial Code Standards, LWA provides advice to clients based on their best interests and charges no more than reasonable compensation [within the meaning of ERISA Section 408(b)(2) and Internal Revenue Code Section 4975(d)(2)], for such advice. The firm makes no misleading statements about investment transactions, compensation, conflicts of interest, or any other matters related to investment decisions. LWA maintains a non-variable compensation structure ("Level Fee") provided either based on a fixed percentage of the value of assets or a set fee that does not vary with investments recommended (as opposed to a commission or other transaction-based fees). Due to this non-variable compensation structure, while held to fiduciary standards of care, the firm is subject to fewer disclosures and reporting requirements than investment advisers operating under differing business models.

### Hourly Services

**Hourly Services** are available for clients who need advice on a limited scope of work. Based on a flat fee defined in each client's Advisory Agreement, limited services are offered at a discounted rate.

### Types of Investments

LWA will generally provide investment advice and money management concerning mutual funds, equities, bonds, fixed income, debt securities, ETFs, REITs, select alternative investments, and government securities. But, it will use other securities to help diversify a portfolio when applicable and appropriate.

### Client Tailored Services

LWA offers the same suite of services to all its clients. However, some clients will require only limited services due to the nature of their investments. Limited services are offered at a discounted rate, as defined in each client's Advisory

Agreement. Fees can be paid via check or debited directly from the client's custodial account. Clients should refer to their Advisory Agreement for more detail.

### Client-Imposed Restrictions

Clients can impose restrictions on investing in particular securities or types of securities based on their values or beliefs. Such restrictions must be submitted to LWA in writing. Client-imposed restrictions may affect the performance of the client's account and may have variations from a similarly managed account with no limits. Reasonable efforts are used to comply with client investment guidelines, including any client's reasonable limits by standard industry practices. However, sometimes the investment structures recommended can prevent LWA from controlling the client's specific outcome. If so, the request's feasibility will be discussed with the client to ensure their expectations are met. If security purchases are made outside of such instructions or restrictions, LWA will take reasonable steps to bring the account back in-line with the client's stated objectives. If the conditions prevent the proper servicing of the account, or if the restrictions require LWA to deviate from its standard suite of services, the adviser reserves the right to end the relationship.

### Wrap Fee Program

LWA sponsors and provides investment management services to a **Wrap Fee Program** - the LWA "Wrap Fee Program" or "Program." Under the Program, one fee called a "wrap fee" is charged for a bundle of services, including management fees, custodial fees, trading expenses, reporting, and administrative costs. LWA receives management fees and a portion of the Program fee related to the administrative services it performs from the Program fee payment. Please refer to the adviser's Wrap Fee Program Brochure - Form ADV Part 2A - Appendix I for a complete description of the Program, fees, and included services.

### Assets Under Management

Updated assets under management ("AUM") data to reflect amounts as of December 31, 2020:

TYPE OF ACCOUNT	ASSETS UNDER MANAGEMENT
Discretionary	\$ 1,403,333,179
Non-Discretionary	\$ 319,231,393
Total	\$ 1,722,564,572

## ITEM 5: FEES & COMPENSATION

A copy of LWA's Form ADV Part 2A Brochure and the applicable Part 2B Brochure Supplement(s) will be provided to clients before or upon execution of an Advisory Agreement. *Unless a client has received these important Disclosure Brochures at least 48 hours before signing their Advisory Agreement, they may terminate their Advisory Agreement within five (5) business days of Agreement execution, without incurring any advisory fees.*

### Description of Advisory Fees

#### Investment Supervisory Services Fees

The following are the **Investment Supervisory Services Fees** ("advisory fees") charged by LWA for services provided:

TOTAL ASSETS UNDER MANAGEMENT	ANNUAL FEE
\$1 – 249,000	up to 2.25%
\$250,000 – 499,000	up to 2.00%
\$500,000 – 999,000	up to 1.75%
\$1,000,000 – 2,499,000	up to 1.25%
\$2,500,000 – 4,999,999	up to 1.00%
Above \$5,000,000	Negotiable

*Note: Lower fees for comparable services can, at times, be available from other sources.*

LWA charges a minimum advisory fee of 25 basis points per year. It may, at its sole discretion, decide to waive this minimum.

### Fee Negotiation Availability

*All advisory fees are negotiable under certain circumstances, up to the maximum annual rates listed herein, subject to certain limitations and approval by LWA.* To the extent fees are negotiable, some clients can pay more or less than other clients for the same advisory services, depending but not limited to: account inception date, number of related investment accounts, or total assets under management. At LWA's discretion, accounts for members of the client's family (husband, wife, and dependent children) or related businesses may be assessed fees based on the total balance of all accounts. *Lower fees for comparable services can, at times, be available from other sources.*

### Fixed, Financial Planning & Hourly Services Fees

**Fixed, Financial Planning & Hourly Services** fees are also negotiable under certain circumstances, up to the maximum annual rates listed herein. Fees are paid per the fee schedules noted below. Clients can terminate their contracts without penalty within five (5) business days of signing an Advisory Agreement. Clients should refer to their Advisory Agreement for more detail.

### Fixed & Pension Consulting Services Fees

**Fixed & Pension Consulting Services** fees can vary between \$250 and \$5,000, depending on the complexity of the situation. Fees are negotiable and are paid in arrears upon completion of the services. Fees can be paid via check or debited directly from the client's custodial account upon completion. Because fees are paid in arrears, no refund is necessary if an account is terminated. Clients should refer to their Advisory Agreement for more detail. The minimum charge for a Pension Consulting Fee is \$1,000.

### Financial Planning Services Fees

**Financial Planning Services** fees can be based on a fixed or hourly fee. The fee for a financial plan is predicated upon the facts known at the start of the engagement, as agreed upon before services commence. Financial planning fees can vary between \$450 and \$10,000, depending upon the plan's involvement. Fees are negotiable; rates will be agreed upon before engagement and are due at the time of engagement. Fees can be paid via check or debited directly from the client's custodial account upon completion. Clients should refer to their Advisory Agreement for more detail. Fees over \$5,000 require Principal review and approval.

Since financial planning is a discovery process, situations occur wherein the client is unaware of certain financial exposures or predicaments. Ultimately, financial planning fees will be determined at the discretion of the Advisor Representative assigned to the account, based on the required resources and complexity of the plan. If the client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for review and agreement. When a fee increase is necessary, the client must approve and agree to the scope change in advance of any additional work performed. After delivering a financial plan, future face-to-face meetings may be scheduled as necessary for up to one (1) month. After that, follow-on implementation work is billed separately at the rate of \$300 per hour. If a client requests a specific hourly financial planning consultation, the entire fee will be payable upon completing the consulting service.

Alternatively, LWA may require the client to pay an initial retainer of 50% of the estimated financial planning fee in advance of any services rendered. The remaining balance payable upon completion of the contracted services. *However, under no circumstance will a client be required to pre-pay a fee more than six months in advance and excess of \$1,200.* LWA reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in its judgment, to providing proper financial advice.

### Hourly Services Fees

**Hourly Services** fees are billed as a flat fee, up to \$400 an hour, as defined in each client's Advisory Agreement. Hourly fees are due upon completion of the consulting service and can be paid via check or debited directly from the client's custodial account. Clients should refer to their Advisory Agreement for more detail.

## Additions, Withdrawals & Terminations

### Additions

Clients may make additions to their account at any time in cash or securities. LWA reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. If LWA liquidates transferred securities, clients may be subject to additional fees such as transaction fees, other fees assessed at the mutual fund level (i.e., contingent deferred sales charge), and tax ramifications.

### Withdrawals

Clients may make withdrawals from their accounts at any time in cash or securities. It is expected that clients will notify LWA upon withdrawing assets from their accounts. Withdrawals are subject to the usual and customary securities settlement procedures. Additionally, if the client transfers their account to another firm, they may pay an outgoing account transfer fee.

### Terminations

Clients have the right to terminate an Advisory Agreement without penalty within five (5) business days after document execution. After that, the Agreement will continue in effect until terminated by either party for any reason upon receipt of 30-days' written notice. Termination of an Agreement will not affect the validity of any action previously taken by LWA under the Agreement, liabilities, or obligations of the parties from transactions initiated before termination of the Agreement or the client's responsibility to pay any Program fees due, prorated through the date of termination.

If the client executes their Advisory Agreement after the first day of a calendar quarter, the advisory fee will be pro-rated for the remainder of that quarter upon termination. Effective with the date of termination, LWA shall refrain, without liability or obligation, from taking any further action in a client's account. From the date of termination, it will no longer be entitled to receive fees. Any prepaid, unearned fees will be promptly refunded to the client on a pro-rata basis based on the date of termination to the end of the billing period.

## Fee Billing

Client Advisory Agreements must be completed and executed to engage in LWA's advisory services. Advisory clients agree to pay an asset-based advisory fee calculated according to the tiered Fee Schedules listed herein and agreed upon in their written executed Advisory Agreement. Fees are paid either monthly in arrears or quarterly in advance, based on the client's account asset value as of the last business day of the prior calendar quarter.

Clients have two options for payment of their advisory fees. They may either choose to have their fees deducted directly from their account assets at the custodian or may choose to be billed directly for any fees due, as follows:

- *Direct account Deduction of Advisory Fees* - The client will provide written limited authorization instructions directly to their custodian directing the custodian to allow LWA to withdraw any advisory fees due from their custodial account. The limited authorization will expressly authorize LWA to invoice the custodian directly for the client's advisory fees when due. It will instruct the custodian to automatically debit the advisory fees due straight from the client's custodial account. The custodian maintains actual custody of the client's assets. Clients may elect to have their quarterly fees charged to either account or split between their other accounts at the custodian (if applicable). And will receive custodial statements showing the advisory fees debited from the designated custodial account(s). Further, the written instructions will request the custodian provide a "transfer of funds" notice to the client at their address of record after each advisory fee payment transfer occurs. *(These instructions may be provided on the qualified custodian's form, via execution of "EXHIBIT I - custodian Identification, Acknowledgment & Instructions" of the client's executed Advisory Agreement, or separately by the client.)*

To bill an account, LWA will then:

- invoice the custodian directly for the client's advisory fees due, with fee calculations made according to the Investment Supervisory Services Fee Payment Schedule and amounts reflected within the client's executed Advisory Services Agreement,
- provide to the custodian an itemization of the fee billing calculation which will include the formula used to calculate the fee, the value of the assets under management on which the fee is based, and the period covered by the fee *(for many custodians, this invoice information will*



- be presented in the form of a datasheet upload reflecting client invoice details, not a copy of an actual "invoice"), and*
- instruct the custodian to send the client statements at least quarterly, showing all disbursements and activity on the client's account, to include the amounts of any assessed advisory fees.

OR

- *Direct Client Billing of Advisory Fees* - Clients will authorize LWA to invoice them directly to pay any advisory fees due. Clients' fee payments must be made by separate check, and under no circumstance will any advisory fees be deducted from amounts held in the client's custodial account(s).

LWA may also provide the client with a statement specifying the client's account's advisory fees.

*LWA urges clients to compare the account statements they receive from their custodian with any periodic portfolio report or information they may receive from us promptly upon receipt to ensure the accuracy of all account transactions. The information obtained from LWA may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of particular securities.*

LWA encourages clients to raise any questions with us about the custody, safety, or security of their assets or any statements received. Unless the client indicates otherwise, by promptly notifying us in writing of specific investment restrictions on the account(s), or of concerns regarding statements received, investments in line with the client's stated investment objectives LWA recommends or makes on behalf of a client, shall be deemed to conform with the client's investment objectives.

### **Other Possible Types of Fees or Expenses**

#### **Custodial, Third-Party Charges & Transactional Costs**

Clients can incur certain charges imposed by custodians, brokers, third-party investments, and other third-parties, such as fees charged by managers, transfer taxes, wire transfers, or additional fees and taxes on brokerage accounts and securities transactions.

LWA's advisory fees in a standard managed account do not include third-party, custodial, or transaction/execution charges. Further examples of these fees include but are not limited to trading charges for odd-lot differentials and exchange fees or fixed-income transactional charges, including markups, markdowns, commissions, and dealer profits. A third-party can also impose charges for special services elected by their clients, such as electronic fund wire transfers or other electronic fund fees, certificate delivery, American Depositary Receipts ("ADRs"), and transfer taxes mandated by law. Specific portfolios managed by LWA will include transactions in foreign securities. These transactions can require execution on foreign stock exchanges, which will result in additional transaction expenses. LWA's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses incurred by the client. *(See Item 12: Brokerage Practices.)*

#### **Mutual Fund & Exchange Traded Funds (ETFs) Fees**

Mutual funds and exchange-traded funds also charge fees, which are typically disclosed in each fund's prospectus. These fees will usually include a management fee and other fund expenses paid by the fund's shareholders. Non-advisory accounts typically have upfront or back-end charges. Please refer to each funds' prospectus for complete details of each mutual fund and the factors that determine costs and service calculations. Factors to consider should include the amount, type(s), transaction charges, the range of advisory services, and the ancillary charges of each service. LWA offers funds or share classes of funds that a client might not be qualified to purchase outside of LWA. Other funds or share classes of funds can be available directly from the fund company or other financial service providers.

All fees paid to LWA for investment advisory services are separate and distinct from the costs and expenses charged by mutual funds and ETFs to their shareholders. LWA shall not receive any portion of these commissions, fees, or expenses, and such charges, fees, and commissions are exclusive of and in addition to LWA's fee.

### Selection of Other Advisors / Third-Party Money Managers

Under certain circumstances, LWA will direct clients to third-party money managers. LWA makes every reasonable attempt to ensure that any investment advisers that the firm selects or recommends to clients are properly licensed or exempt from registration. The firm will be compensated via a fee share from the advisers to which it refers those clients, and the relationship will be disclosed in the contract between LWA and each third-party adviser. Shared fees will not exceed any limit imposed by any regulatory agency. Fees are paid quarterly in advance.

To help the client select a third-party investment manager, LWA will typically gather information about the client's financial situation, investment objectives, and reasonable restrictions the client may wish to impose on their account management. LWA will not offer advice on any specific securities or other investments regarding this service. Clients can also contact the third-party manager directly managing the account or sponsoring the program. *Clients are expected to notify LWA of any changes in their financial situation, investment objectives, or account restrictions.*

LWA will periodically review reports provided to the client. Advisor Representatives will occasionally contact the client, as agreed, discuss their financial situation and objectives, communicate information to the third-party manager as warranted, and help the client understand and evaluate the third-party manager's services.

*Please note that lower fees for comparable services to the ones pointed out within this Brochure, can at times, be available from other sources. Services available through LWA are available through other companies at differing costs.*

### Compensation for the Sale of Securities or Other Investment Products

Accepting payment for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds, presents a conflict of interest and can give LWA or its Advisor Representatives an incentive to recommend investment products based on the compensation received other than on a client's needs. LWA mitigates this conflict by placing client interests ahead of those of the firm, its Advisor Representatives, and its Associates. Further, clients can always purchase recommended investment products through other brokers or agents not affiliated with LWA. Additional details of how LWA mitigates conflicts of interest can be found in the firm's comprehensive Code of Ethics document.

## ITEM 6: PERFORMANCE-BASED FEES & SIDE-BY-SIDE MANAGEMENT

LWA does not charge performance-based fees - fees based on a share of capital gains or capital appreciation of client assets. LWA provides its services for an advisory fee based upon a percentage of a client's assets under management, which is by state and federal requirements. Consequently, it does not engage in the side-by-side management of accounts charged a performance-based fee with accounts assessed another type of fee, such as assets under management.

## ITEM 7: TYPES OF CLIENTS

LWA typically provides discretionary and non-discretionary investment advice and management supervisory services to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Trusts, Estates, or Charitable Organizations
- Corporations

### Minimum account Size

LWA's account minimum is \$100,000, which can be waived by the adviser based on the client's needs and the complexity of the situation.

## ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES & RISK OF LOSS

---

### Methods of Analysis

LWA's analysis methods include charting analysis, cyclical analysis, fundamental analysis, and technical analysis.

*Charting Analysis* - The use of patterns in performance charts to search for patterns used to help predict favorable conditions for buying and selling a security

*Cyclical Analysis* - The analysis of business cycles in finding favorable conditions for buying and selling a security

*Fundamental Analysis* - The analysis of financial statements, the general financial health of companies, and the analysis of management or competitive advantages

*Technical Analysis* - The analysis of past market data; primarily price and volume

*Clients should be aware that investments carry the risk of loss or depreciation to their account's value, which they should be prepared to bear.*

### Investment Strategies

LWA typically uses long-term trading, short-term trading, short sales, margin transactions, options writing, including covered options, uncovered options, or spreading strategies. Other approaches are also used, if appropriate.

### Risks

Risks of Loss & Other Types of Risk

All investments present the risk of loss of principal – the risk that the value of securities when sold or otherwise disposed of can be less than the price paid for the securities. There can be no assurance that a client's investment objectives will be obtained, and no inference to the contrary should be made. Clients are advised that they should only commit assets for management that can be invested for the long term, that volatility from investing can occur, and that all investing is subject to risk, including the significant risk of loss. Even when the value of the securities when sold is higher than the price paid, there is the risk that the appreciation will be less than inflation. In other words, the purchasing power of the proceeds may be less than the purchasing power of the original investment.

Depending on the distinct types of investments, varying degrees of risk will exist. A wide range of conditions - including pandemics or acts of terrorism or war may affect investments in general or specific industries or companies. The performance of any investment is subject to numerous factors that are neither within the control of nor predictable by LWA. Market conditions can move unpredictably, or with the correlation of market components, or behave outside the range of expectations, resulting in material loss. LWA's investment decisions are not always profitable - securities markets may be volatile, which may adversely affect the ability of the firm to realize profits. LWA does not represent or guarantee that its services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

*All clients must understand that investing in securities involves risk, including the risk of loss, which all clients should be prepared to bear. Investment products are generally not FDIC insured, not insured by any federal government agency, and are not a deposit or other obligation of or guaranteed by LWA. Past performance does not indicate future results.*

### Material Risks Involved

The following list is not all-inclusive but details many of the typical risks investors should be aware of when considering investments.

*Note: The following list is presented alphabetically for ease of reading, not in order of importance.*

*Bank Obligations* - including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.

*Business Risk* - the risks associated with a specific industry or a particular company within an industry.

*Competition Risk* - the securities industry and the varied strategies and techniques engaged in by advisers are incredibly competitive; each involves a degree of risk. Advisory firms, including many of the larger securities and investment banking firms, may have substantially greater financial resources and research staff than this firm.

*Conflicts of Interest Risk* - in the administration of client portfolios and financial reporting, the adviser faces inherent conflicts of interest, as described in this Brochure. Generally, LWA mitigates these conflicts through its comprehensive written supervisory compliance policies and procedures and Code of Ethics. The client's interest is always held above that of the firm and its Associates.

*Corporate Bonds* - are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values, and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the higher its interest rate risk.

*Credit Risk* - the return on fixed-income investments (i.e., bonds and preferred stock) is dependent on the issuer of the security meeting its commitment to making agreed-upon payments. Credit risk is the risk that the issuer does not meet that obligation.

*Currency/Exchange Risk* - overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country.

*Diversification Risk* - a portfolio may not be widely diversified among sectors, industries, geographic areas, or types of securities or may not necessarily be diversified among a wide range of issuers. These portfolios might be subject to more rapid change in value than would be the case if the investment vehicles were required to maintain a broad diversification among companies or industry groups.

*Equity Investment* - generally refers to buying shares of stocks by an individual or firm in return for receiving a future payment of dividends and capital gains if the value of the stock increases. There is an inherent risk involved when purchasing a stock that may decrease in value; the investment may incur a loss.

*Financial Risk* - when a company uses debt financing, its creditors will be repaid before its shareholders if the company becomes insolvent. Financial risk is the possibility that shareholders will lose money when they invest in a company with debt if the company's cash flow is inadequate to meet its financial obligations. Financial risk also refers to the possibility of a corporation or government defaulting on its bonds, which would cause those bondholders to lose money.

*Fixed Income Call Option Risk* - bonds, including agency, corporate and municipal bonds, and all mortgage-backed securities, contain a provision that allows the issuer to "call" all or part of the issue before the bond's maturity date. The issuer usually retains this right to refinance the bond in the future if market interest rates decline below the coupon rate. There are disadvantages to the call provision: the cash flow pattern of a callable bond is not known with certainty, because the issuer will call the bonds when interest rates have dropped, there is exposure to reinvestment rate risk - investors will have to reinvest the proceeds received when the bond is called at lower interest rates, and the capital appreciation potential of a bond will be reduced because the price of a callable bond may not rise much above the price at which the issuer may call the bond.

*Hedging Transactions* - investments in financial instruments such as forward contracts, options, commodities and interest rate swaps, caps and floors, other derivatives, and other investment techniques are commonly utilized by investment funds to hedge against fluctuations in the relative values of its portfolio positions as a result of changes in currency exchange rates, interest rates and/or the equity markets or sectors thereof. Any hedging against a decline in the value of portfolio positions does not eliminate fluctuations in the values of portfolio positions or prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus moderating the decline in the portfolio positions' value. Such hedging transactions also limit the opportunity for gain if the value of the portfolio positions should increase.

*Inflation Risk* - inflation risk results from the variation in the value of cash flow from a security due to inflation, as measured in terms of purchasing power. Inflation may erode the buying power of an investment portfolio, even if the dollar value of investment remains the same. When 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. There is exposure to

inflation risk for all but inflation-linked bonds, adjustable bonds, or floating rate bonds because the interest rates the issuer promises to make are fixed for the security life.

*Interest-Rate Risk* - the price of most fixed income securities moves in the opposite direction of the change in interest rates, so fluctuations in interest rates will cause investment prices to vary. When interest rates rise, bond (fixed income) prices generally fall, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices typically rise when interest rates fall. In general, fixed-income securities with longer maturities are more sensitive to these price changes. Most other investments are also susceptible to the level and direction of interest rates.

*Lack of Registration Risk* - funds, private placements, or LP interests have neither been registered under the Securities Act or the securities or "blue sky" laws of any state and, therefore, are subject to transfer restrictions.

*Legal or Legislative Risk* - legislative changes or court rulings may impact investments' value or the securities' claim on the issuer's assets and finances.

*Leverage Risk* - the use of leverage requires the pledging of assets as collateral, and margin calls or changes in margin requirements could result in the need to pledge additional collateral or liquidate account holdings, requiring the account to close positions at substantial losses that would not otherwise be realized. Accounts that use leverage by engaging in short sales, entering into swaps and other derivatives contracts, or different leveraging strategies can increase the risk of loss and volatility.

*Liquidity Risk* - liquidity is the ability to convert an investment into cash readily. Generally, assets are more liquid if there is a high interest in a standardized product. An account may invest in thinly traded, relatively illiquid securities. Those securities may not be traded when the account invests or may cease to be traded after the account invests. The account also may acquire significant positions in some securities. In such cases and the event of extreme market activity, an account may not be able to liquidate its investments promptly if necessary. Also, the accounts sales of thinly traded securities could depress the market value of those securities and thereby reduce the account's profitability or increase its losses. Such circumstances or events could affect gains or losses materially and adversely. *(For example, Treasury Bills are highly liquid, while real estate properties are not.)*

*Long-Term Trading Risk* - long-term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risks that will typically surface at multiple intervals when they own the investments. These risks include, but are not limited to, inflation (purchasing power) risk, interest-rate risk, economic risk, market risk, and political/regulatory risk.

*Market Risk* - market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the investment value regardless of the issuer's operational success or its financial condition. The price of a security, option, bond, or mutual fund can drop in reaction to tangible and intangible events and situations. External factors cause this type of risk, independent of a security's underlying circumstances. The adviser cannot guarantee that it will be successful in accurately predicting market risks or movements.

*Material Non-Public Information Risk* - because of their responsibilities in connection with other adviser activities, individual Associates of the adviser may, upon occasion, acquire confidential or material non-public information or be restricted from initiating transactions in specific securities. The adviser will not be free to act upon any such information. Due to these restrictions, the adviser may not be able to initiate a transaction that it otherwise might have started and may not be able to sell an investment that it otherwise might have sold.

*Municipal Securities Risk* - municipal securities are backed by either the full faith and credit of the issuer or by revenue generated by a specific project (like a toll road or parking garage) for which the securities were issued. The latter type of securities could quickly lose value or become virtually worthless if the expected project revenue does not meet expectations.

*Non-U.S. Investment Risk* - investment in non-U.S. issuers or securities principally traded outside the United States may involve certain unique risks due to economic, political, and legal developments, including but not limited to favorable or unfavorable changes in currency exchange rates, exchange control regulations, expropriation of assets or nationalization, risks relating to political, social and economic developments abroad, as well as risks resulting from the differences between the regulations to which U.S. and foreign issuers and markets are subject and the imposition of withholding taxes on dividend or interest payments.

*Political & Legislative Risk* - companies face a complex set of laws and circumstances in each country in which they operate. The political and legal environment can change rapidly and without warning, with significant impact, especially for companies operating outside of the United States or those that conduct a substantial amount of their business outside of the United States.

*Portfolio Turnover Risk* - while not the practice of LWA, the investment strategy of an account may require active trading of the portfolio. As a result, turnover and brokerage commission expenses may significantly exceed those of other investment entities of comparable size.

*Public Information Accuracy Risk* - the adviser, can select investments, in part, based on information and data filed by issuers with various government regulators or other sources. Even if the adviser evaluates all such information and data or seeks independent corroboration when it's considered appropriate and reasonably available, it is not in a position to confirm the completeness, genuineness, or accuracy of such information and data. In some cases, complete and accurate information is not available.

*Reinvestment Risk* - the risk that future proceeds from investments must be reinvested at a potentially lower rate of return. (*Reinvestment Risk primarily relates to fixed income securities.*)

*Reliance on Management & Key Personnel Risk* - occurs when investors have no right or power to take part in the management of a firm. Investors must be willing to entrust all aspects of management to a company's management and key personnel. The investment performance of individual portfolios depends mainly on the skill of key personnel of a firm and including its sub-advisors (if applicable). If key staff were to leave the firm, the firm might not be able to find equally desirable replacements, and the performance of the accounts could, as a result, be adversely affected.

*Short-Sales Risk* - short sales can, in certain circumstances, substantially increase the impact of adverse price movements on the portfolios. A short sale involves the risk of a theoretically unlimited increase in the market price of the particular investment sold short, resulting in an inability to cover the short position and a theoretically unlimited loss. There can be no assurance that securities necessary to cover a short position will be available for purchase.

*Small & Medium Cap Company Risk* - securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a higher risk of business failure, increasing the client's portfolio's volatility.

*Stock Market Risk* - the market value of stocks will generally fluctuate with market conditions. While stocks have historically outperformed other asset classes over the long term, they tend to fluctuate over the short term because of factors affecting the individual companies, industries, or the securities market. The past performance of investments is no guarantee of future results.

*Strategy Risk* - the adviser's investment strategies and investment techniques may not work as intended.

*Strategy Restrictions Risk* - certain institutions may be restricted from directly utilizing some investment strategies of the type in which the adviser may engage. Such institutions, including entities subject to ERISA, should consult their advisors, counsel, and accountants to determine what restrictions may apply and whether certain investments are appropriate.

*Supervision of Trading Operations Risk* - the adviser, with assistance from its brokerage and clearing firms, intends to supervise and monitor trading activity in the portfolio accounts to ensure compliance with firm and client objectives. Despite the adviser's efforts, however, there is a risk that unauthorized or otherwise inappropriate trading activity may occur in portfolio accounts. Depending on the nature of the investment management service selected by a client and the securities used to implement the investment strategy, clients can be exposed to risks specific to the securities in their respective investment portfolios.

*Systematic Risks* - these are risks related to a broad universe of investments. These risks are also known as non-diversifiable risks, as diversification within the system will not reduce risk if the entire system loses value.

*Trading Limitations* - for all securities, instruments, or assets listed on an exchange, including options listed on a public exchange, the exchange generally has the right to suspend or limit trading under certain circumstances. Such suspensions or limits could render specific strategies challenging to complete or continue and subject the adviser to loss. Also, such a suspension could make it impossible for the adviser to liquidate positions and thereby expose the adviser to potential losses.



*Turnover Risk* - at times, the strategy may have a higher portfolio turnover rate than other methods. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.

*Undervalued Securities Risk* - identifying investment opportunities in undervalued securities is complex, and there are no assurances that such options will be successfully recognized or acquired. While investments in undervalued securities can sometimes offer opportunities for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated may not adequately compensate for the business and financial risks assumed.

*Unsystematic Risks* - these are risks uniquely related to a specific investment. This is also known as "diversifiable risks," as theoretically, unsystematic risks may be reduced significantly by diversifying between different investments.

*Withdrawal of Capital* - the ability to withdraw funds from the funds, private placement, or LP interests is usually restricted by the Offering Memorandum's withdrawal provisions. Also, substantial withdrawals by investors within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, possibly reducing the value of the fund's assets and disrupting the funds' investment strategy.

#### Risks of Specific Securities Utilized

LWA seeks investment strategies that do not involve significant or unusual risk beyond the general domestic and international equity markets. However, will utilize options writing, margin transactions, and short sales, which generally hold a higher risk of capital loss; there is a material risk of loss using any of these strategies.

*Margin* - securities purchased on margin in a client's account are a firm's collateral for the client's loan. If the account securities decline in value, so does the value of the collateral supporting loan, and, as a result, the firm can act, such as issuing a margin call and/or selling securities or other assets in any of the accounts the investor may hold with the member, to maintain the required equity in the account. It is essential to understand the risks involved in trading securities on margin fully. These risks include but are not limited to losing more funds than deposited in the margin account, the firm forcing the sale of securities or other assets in the account(s) or selling securities or other assets without contacting the investor, or the investor not being entitled to choose which securities or other assets in their account(s) can be liquidated or sold to meet a margin call. A firm can increase its "house" maintenance margin requirements at any time, without the necessity of providing an advance written notice, without entitlement to an extension of time on the margin call.

*Options Contracts* - an option is a contract that gives the buyer the right and the seller the obligation to buy or sell stock or futures contracts at a specific price for a set period. Options trading can present some or all of the following material risks (*not an exclusive list*):

- option sellers receive fixed compensation in exchange for accepting an obligation to buy or sell an underlying asset at a price that can fluctuate widely,
- securities price movement can make exercising options financially impractical; the options would expire worthlessly, which would result in the loss of the entire amount used to purchase the options,
- options sold may be exercised at any time before expiration, requiring the seller to purchase or sell underlying securities at an unfavorable price,
- sellers of naked positions run margin risks if the positions go into significant losses (*i.e., liquidation of positions by the broker*),
- sellers of call options can lose more money than a short seller of that stock on the same rise on the underlying stock,
- call options can be exercised outside of market hours, inhibiting remedies that the seller of those options can take,
- sellers of stock options may be obligated to buy or sell securities upon exercise even if a trading market is not available or they are unable to perform a closing transaction,
- the value of the underlying stock may unexpectedly increase or decline, leading to automatic exercises of options against the seller, and

- options markets have the right to halt the trading of options, thus preventing investors from realizing value.
- **Securities Futures Contracts** (on tangibles and intangibles) - A futures contract is a standardized, transferable, exchange-traded contract that requires delivery of a commodity, bond, currency, or stock index specified price on a selected future date. Unlike options, which the holder may or may not choose to exercise, futures contracts convey an obligation to purchase the underlying asset at a set future date. The holder of a futures contract must have sold it by that date or be prepared to pay for and take delivery of the underlying asset. Material risks can include, but are not limited to, the following:
  - futures contracts have a margin requirement that must be settled daily,
  - there is a risk that the market for a particular futures contract may become illiquid, and
  - the market price for a particular commodity or underlying asset might move against the investor requiring that the investor sell futures contracts at a loss.

Investing carries with it the risk of missing out on more favorable returns that could be achieved by investing in alternate securities or commodities. Any of the above investment strategies may lead to a loss of investments, especially if the markets move against the client. Clients are advised that investing in securities involves the risk of loss of the entire principal amount invested, including any gains; clients should not invest unless they can bear these losses.

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

#### **Practices Regarding Cash Balances in Client accounts**

LWA usually invests client's cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper, and government-backed debt instruments. Ultimately, LWA's goal is to seek to achieve the highest return on its client's cash balances reasonably possible, using relatively low-risk conservative investments. In most cases, at least a partial cash balance will be maintained in a money market account to allow for the debit of advisory fees, as applicable.

#### **ITEM 9: DISCIPLINARY INFORMATION**

Registered investment advisers such as LWA are required to disclose all material facts regarding any legal or disciplinary events that are or would be material to a client's or prospective client's evaluation of LWA or the integrity of its management. LWA and certain of its current and prior Advisor Representatives have a disciplinary history involving specific regulatory actions, the details of which are summarized below.

On August 26, 2019, LWA consented to an offer of settlement with the SEC. Without admitting or denying the SEC's findings, the adviser agreed to the entry of an Order Instituting Administrative and Cease-and-Desist Proceedings, Under Sections 203(e) and 203(k) of the Investment Advisers Act of 1940, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order ("Order"), concerning alleged violations of Section 206(2), 203(e)(6) and Section 206(4) and Rule 206(4)-7 of the Investment Advisers Act of 1940. During the SEC review, the adviser cooperated fully with the regulatory investigation. Before the Order entry, the firm's Compliance Program Initiative included hiring a new Chief Compliance Officer, implementing compliance technology for pre-clearing personal trades, and revising its Code of Ethics. The firm undertook extensive steps to improve its internal Compliance Program and address policies and procedures governing the firm regulatory, fiduciary, and best business practices. Full Order details are available for your review, as follows: <https://www.sec.gov/litigation/admin/2019/ia-5330.pdf>.

#### **ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS**

LWA is an independent registered investment adviser, unaffiliated with any other financial institution or securities issuer, or dealer. The adviser provides only investment advisory services. The firm is not engaged in any other business activities and offers no other services except those described in this Brochure. While the adviser is not involved in any other business activities and does not offer additional services, certain of its Advisor Representatives or other Associates may sell different products or provide services outside of their roles with the adviser.



#### Registered Representative of Broker-Dealer

LWA is not registered and does not intend to register as a broker-dealer. Some Advisor Representatives are also Registered Representatives of registered broker-dealers, members FINRA, and SIPC. When acting in the capacity of Registered Representatives, Advisor Representatives will sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, variable annuity, variable life, or other products to clients. And can receive typical transaction costs and further compensation in addition to commissions. They may also suggest that clients implement investment advice by purchasing securities products through a commission-based brokerage account, in addition to or instead of a fee-based LWA investment-advisory account. If an Associate is a Representative of a registered broker-dealer, the Associate is not acting in a brokerage capacity or on behalf of LWA and the advisory firm in any way concerning the services provided under an LWA Advisory Agreement.

As the receipt of commissions or other compensation in this capacity can create a conflict of interest and an incentive to recommend those products for which the Advisor Representative will receive a commission, as Registered Representative of a securities broker-dealer, the objectivity of the advice rendered to clients could be biased. LWA addresses this conflict of interest by requiring Advisor Representatives to disclose these relationships to clients. The Advisor Representatives satisfy this requirement by advising clients of the nature of the transaction or relationship, their role in the transaction, and any compensation - including commissions or otherwise, to be paid to them by the brokerage firms with which they are affiliated at the time any of the above-noted products are purchased. Clients are under no obligation to use the firm's Advisor Representatives' services in this different capacity as a broker-dealer Registered Representative.

#### Futures Commission Merchant, Commodity Pool Operator or Commodity Trading Adviser

Neither the adviser nor any of its management persons are registered or intend to register as a futures commission merchant, commodity pool operator, commodity trading adviser, or an Associated person of the preceding entities.

#### Insurance Agents

Several of LWA's Advisor Representatives providing investment advice on the firm's behalf are licensed as independent insurance agents through various insurance companies. In these capacities, they may recommend securities, insurance, or other products and receive separate, yet customary, commission compensation resulting from the purchases and sales of securities, insurance, or other products to firm clients from the firms with whom they are presently appointed and with whom they may become appointed in the future. They can also receive further compensation, including bonuses and trail commissions from the products listed above. Insurance commissions earned are separate and in addition to LWA's advisory fees.

This practice presents a conflict of interest because LWA Advisor Representatives providing investment advice, who are also insurance agents, may have an incentive to recommend insurance products based on the compensation received rather than on the client's needs. LWA addresses this conflict of interest by requiring them to disclose these relationships to clients. The Advisor Representatives satisfy this requirement by advising clients of the nature of the transaction or relationship, their role as an independent insurance agent, and any compensation (including commissions and trails) to be paid by the various insurance companies and received by them at the time any of the above-noted products are purchased. If products are purchased through any firms with which they are affiliated. Clients are under no obligation to act upon any Associate's recommendations or affect any transactions through the Associate if they decide to follow any insurance recommendation suggestions received.

#### Other Designations

Certain Advisor Representatives of LWA may also be licensed Real Estate Agents or may hold various other Designations. LWA does not provide these services to clients, and the adviser does not solicit clients to utilize these services. Associates' actions are considered outside business activities and are separate from their actions as a firm Associate. As noted above, Associates are required to disclose such relationships to clients. Associates are required to advise clients of the nature of the transaction or relationship in connection with any Designation, their role, and any compensation to be paid by the various designation licensing agencies, authorities, or firms received by them at the time of any transaction. Clients are under no obligation to act upon any Associate's recommendations or affect any transactions through the Associate if they decide to follow any insurance recommendation suggestions received.

#### Selection of Other Advisors / Third-Party Money Manager Fees

In certain situations, the LWA will direct clients to third-party money managers and be compensated via a fee share from those to refer those clients. The relationship will be disclosed in each contract between the adviser and each of the third-party money managers. The fees shared will not exceed any limit imposed by any regulatory agency. LWA will review any third-party money managers to ensure they fit the criteria for the adviser's models. Neither LWA nor Advisory Representatives will exercise discretion or make investment choices or recommendations in the accounts held with any third-party money manager. Before selecting such a money manager for clients, LWA will confirm that the third-party money manager is appropriately licensed and registered as an investment adviser.

#### Other Financial Industry Professionals

LWA uses third-party resources to help run its business and provide services to its clients, most of which are back-office related. LWA sources these professionals with a focus on finding the highest value-add, lowest cost providers to service its clients, acting in a client's best interest with fiduciary responsibility. While LWA has developed a network of professionals (e.g., accountants, lawyers, and so forth), neither the adviser nor its Associates receive compensation in return for such use or referrals. A potential conflict of interest can exist between the interests of LWA, its Associates, and those of its advisory clients as a result of the above financial industry activities and affiliations. Clients are under no obligation to implement any recommended transactions and are not obligated to purchase any securities, insurance products, or otherwise from LWA or its Advisor Representatives. LWA makes no assurance that the above-referenced products or services are available at the lowest available cost. The adviser mitigates conflicts of interest by placing client interests ahead of those of the adviser, its Advisor Representatives, and its other Associates always. Additional details of how the adviser addresses conflicts are found in the firm's comprehensive Compliance procedures and Code of Ethics document. The full text of the adviser's Code of Ethics Policy is available upon request.

#### Other Business Relationships

Outside of the relationship referenced herein, neither the adviser nor any of its management persons have any other material relationships or conflicts of interest with any financial industry participants. Under the adviser's policies and procedures, Associates are required to obtain pre-approval of any outside business activities in which they intend to engage, and the adviser monitors for potential conflicts of interest between the Associates and their clients. As noted above, Advisor Representatives are also required to disclose such relationships in their Form ADV 2B - Brochure Supplements.

### ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

---

#### Code of Ethics

As a registered investment adviser, LWA has a statutory duty to oversee the investment advisory activities of its Supervised Personnel ("Associates"), who act on its behalf. The adviser holds its Associates to a very high standard of integrity and business practices. In keeping with its fiduciary obligation, it imposes upon Associates a duty to deal fairly and act in the best interest of its clients. And, to:

- render disinterested and impartial advice,
- make suitable recommendations to clients within the context of the total portfolio, given their needs, financial circumstances, and investment objectives,
- exercise a high degree of care to ensure that all material facts are disclosed to clients,
- ensure adequate and accurate representations of its business and other information about the adviser's services and investment recommendations are presented to clients,
- disclose any conflicts of interest, and
- promote fair, ethical, and equitable practices.

In keeping with this fiduciary obligation, the adviser has adopted a Code of Ethics to set forth standards of conduct expected of Associates that apply to all Associates. The Code covers a range of topics, including general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings, and private placements, reporting ethical violations, distribution of the Code, review and enforcement processes, amendments to Form ADV and supervisory procedures. The Code also outlines and prohibits certain activities deemed to create conflicts of interest (or at least the potential for or the appearance of such a conflict) and details

reporting requirements and enforcement procedures. Associates must conduct all advisory activities in compliance with applicable federal and state securities laws. They must adhere to other applicable laws, rules, and regulations, including applicable laws of foreign jurisdictions and firm policies and procedures adopted (or that may be adopted in the future). *Per the Code, the firm and its Associates must ensure that the clients' needs come first, always.* Upon employment or affiliation and at least annually after that, all Associates are required to sign an acknowledgment that they have read, understand, and agree to comply with the firm's Code.

*The adviser will provide a copy of the Code free of charge to any client or prospective client upon request.*

### **Personal Trading by Associates**

LWA recognizes that the personal investment transactions of members and Associates of the firm demand the application of a high Code of Ethics and requires that all such transactions be carried out in a way that does not endanger the interest of any client. At the same time, the adviser believes if the investment goals of clients and members of the firm are similar, it is logical and even desirable that there be common ownership of some securities.

To prevent conflicts of interest in this area, the adviser has instituted within its Code a "Personal Trading Policy," which consists of personal trading and pre-clearance procedures for personal account transactions effected by Associates, and a transaction reporting system, to monitor compliance with this Policy. The firm's Code also includes additional policies and procedures to address insider trading and personal securities transactions, as well as many other essential safeguards required of its Associates. Upon employment or affiliation and at least annually after that, Associates must sign an acknowledgment stating they have read, understand, and agree to comply with the firm's Code of Ethics. And execute an affirmation stating they will conduct business in an honest, ethical, and fair manner, avoiding all circumstances that might negatively affect or appear to affect its duty of complete loyalty to all clients.

### **Recommendations Involving Material Financial Interests**

LWA does not recommend that clients buy or sell any security in which a related person to LWA has a material financial interest.

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

As noted above, from time to time, Advisor Representatives of LWA will buy or sell securities for themselves that they also recommend to clients. This act can provide an opportunity for Advisor Representatives to buy or sell the same securities before or after, suggesting the same securities to clients, resulting in their profiting from the recommendations provided. LWA's policy is to always transact client business before their own when similar securities are being bought or sold and to document any transactions that could be construed as a conflict of interest, per firm procedures.

### **Trading Securities at or Around the Same Time as Clients' Securities**

LWA does not permit insider trading and has implemented procedures to ensure Associates are observing its policy regarding insider trading. Associates are aware of the rules regarding material non-public information and insider trading and seek to ensure that they do not personally benefit from the short-term market effects of their recommendations to clients. Associates may buy or sell specific security for their accounts based on personal investment considerations, which the adviser does not deem appropriate to buy or sell for clients. In all cases, transactions are affected based on the best interests of the client.

## **ITEM 12: BROKERAGE PRACTICES**

### **Preferred Custodian**

LWA typically recommends Charles Schwab & Co., Inc. Institutional ("Schwab"), a FINRA-registered broker-dealer and member SIPC, as their "preferred custodian." However, it may also employ other FINRA-registered broker-dealers, members of SIPC, at times for specific clients. It is important to note that LWA will not select a custodian on the client's behalf and does not/will not open custodial accounts on any client's behalf. *Clients will decide their custodian at the time of the Advisory Agreement execution.* They will enter into a separate broker-dealer/custodian client account agreement directly with the custodian of their choice.

### Factors Used to Select & Recommend Custodians & Broker-Dealers

LWA seeks to select and recommend a custodian who will hold client assets and execute transactions on terms that are most advantageous to other available providers and their services. While the adviser has designated a preferred custodian, occasionally, it also will review other custodians in determining the reasonableness of their compensation. In selecting a broker-dealer and studying the topic, the firm will make a good faith determination that the amount of the commission charged is reasonable about the value of the brokerage and research services received, viewed regarding either the specific transactions or LWA's overall response to the accounts for which it exercises investment discretion. A wide range of factors will be considered in selecting and recommending a broker-dealer/custodian, including but not limited to:

- the combination of transaction execution services along with asset custody services - generally without a separate fee for custody,
- the capability to execute, clear, and settle trades - buy and sell securities for a client's account,
- ability to facilitate transfers and payments to and from accounts - wire transfers, check requests, bill payment, etc.,
- competitive trading commissions costs,
- reporting tools, including cost basis and 1099 reports facilitating tax management strategies,
- personal money management tools such as electronic fund transfer capabilities, dividend reinvestment programs, and electronic communication delivery capabilities,
- financial stability to ensure individual accounts, including primary and backup account insurance,
- the breadth of investment products made available - stocks, bonds, mutual funds, ETFs, etc.,
- the availability of investment research and tools that assist us in making investment decisions,
- customer service levels and quality of services,
- the competitiveness of the price of those services such as commission rates, margin interest rates, other fees, etc., and the willingness to negotiate them,
- the reputation, financial strength, and stability of the provider,
- the custodian's prior service to us and our other clients; and
- the availability of other products and services that benefit us, as discussed below.

### Custodial Support Services

Custodians are in business serving independent investment advisory firms like LWA, providing advisers and their clients with access to institutional brokerage – trading, custody, reporting, and related services – many of which are not typically available to retail customers. Custodial support services are generally available on an unsolicited basis; LWA does not have to request them. These various support services help the adviser manage or administer client accounts and manage and grow the advisory business. These services are offered at no charge to the adviser if qualifying amounts of client account assets are maintained with the custodian. *(Please contact us directly for current qualifying amount numbers.)*

#### Common Support Services

Below is a description of some standard support services LWA can receive from their qualified custodian:

#### *Services That Benefit You*

Custodial services include access to a broad range of institutional investment products, execution of securities transactions, and custody of client assets. The investment products available include some of which the adviser might not otherwise have access to or some that would require a significantly higher minimum initial investment by our clients. Services available are subject to change at the discretion of each custodian.

#### *Services That Will Not Always Directly Benefit You*

Custodians make available to LWA other products and services that benefit the adviser but will perhaps not directly benefit clients or their accounts. These products and services assist LWA in managing and administering client accounts. They include investment research, both a custodian's own and that of third parties which can be used to service all, some or a substantial number of our client accounts, in addition to software and other technology that:

- provides access to client account data such as duplicate trade confirmations and account statements,
- facilitates trade execution and allocate aggregated trade orders for multiple client accounts,

- includes pricing and other market data,
- facilitate the payment of our fees from our clients' accounts, and
- assists with back-office functions, recordkeeping, and client reporting.

#### *Services that Generally Benefit Only Us*

Custodians also offer other services intended to help us manage and further develop our business enterprise. These services can include:

- educational conferences and events,
- technology, compliance, legal, and business consulting,
- publications and conferences on practice management and business succession, and
- access to employee benefits providers, human capital consultants, and insurance providers.

Custodians provide some of the above services themselves. In other cases, they will arrange for third-party vendors to deliver the services. Custodians can also discount or waive their fees for some of these services or pay all or a part of a third-party's costs.

#### **Custody & Brokerage Costs**

LWA's custodians generally do not charge the firm's clients' custodial accounts separately for their services. They are compensated by charging clients commissions or other fees on the trades they execute or that settle into the custodial accounts. Custodians will charge clients a percentage of the dollar amount of assets in the account for some custodial client accounts instead of commissions. Custodian commission rates (and asset-based fees) applicable to client accounts are negotiated based on LWA's commitment to maintaining client assets in accounts at the custodian. This commitment benefits clients because the overall commission rates and asset-based fees clients pay are generally lower than they would be if LWA had not committed. In addition to commissions, or asset-based fees, custodians charge a flat dollar amount as a "trade away" fee for each trade that the firm executes by a different broker-dealer, where the securities bought or the funds from the securities sold are deposited (settled) into a custodial account. These fees are in addition to the commissions or other compensation clients pay the executing broker-dealer. *(For additional details, please refer to each custodian's specific "Fee Schedule.")*

#### **Soft Dollars**

As noted above, an investment adviser receives a custodian's soft dollar benefits when they receive research or other products and services in exchange for client securities transactions or maintaining account balances with the custodian. The custodians we use to offer various services to us, including custody of client securities, trade execution, clearance and settlement of transactions, platform systems access, duplicate client statements, research-related products and tools, access to the trading desk, and block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts), the ability to direct debit advisory fees directly from client accounts, access to an electronic communications network for order entry and account information, access to no-transaction-fee mutual funds and individual, institutional money managers, and the use of overnight courier services. Receipt of these economic benefits creates a conflict of interest that could directly or indirectly influence us to recommend a custodian to clients for custody and brokerage services. LWA receives an advantage but does not have to produce or pay for the research, products, or services received; the custody services are paid for as part of the client's fee.

Brokerage and research services provided by broker-dealers may include, among other things, effecting securities transactions and performing services incidental to it (such as clearance, settlement, and custody) and providing information regarding the economy, industries, sectors of securities, individual companies, statistical data, taxation, political developments, legal developments, technical market action, pricing and appraisal services, credit analysis, risk measurement analysis, and performance analysis. Such research services can be received in written reports, telephone conversations, personal meetings with security analysts and individual company management, and attending conferences. Research Broker's research services may be proprietary - research produced by the broker's staff or third-party - originating from a party independent from the broker providing the execution services.

In making a reasonable good-faith allocation between research services and non-research services, a conflict of interest may exist because LWA allocates the costs of such services and benefits between those that primarily benefit us and those that mainly help clients. Certain client accounts may benefit from the research services, which did not pay commissions to the broker-dealer providing the services. The receipt of brokerage and research services from any broker executing transactions for LWA's clients will not result in a reduction of the adviser's customary and usual research activities, and the value of such information is, in LWA's view, indeterminable. Nevertheless, the receipt of such research may be deemed to be the receipt of an economic benefit, and although customary, may be considered to create a conflict of interest between LWA and its clients, as services received from our custodians benefit LWA because the firm does not have to produce or pay for them if a required minimum of client assets is maintained in accounts at each custodian. This required minimum can give LWA an incentive to recommend that our clients maintain their accounts with a specific custodian based on our interest in receiving custodial services that benefit our business rather than based on a client's interest in receiving the best value in services and the most favorable execution of their transactions.

In some cases, LWA may receive both non-research - administrative or accounting services and research benefits from the broker-dealers' services. When this happens, LWA will make a good-faith allocation between the non-research and research portion of the services received and pay LWA money ("hard dollars") for the non-research part.

### **Beneficial Interest in Custodial Services**

Client transactions and the transaction compensation charged by our custodians might not be the lowest compensation LWA might otherwise be able to negotiate; clients may pay commissions (or markups or markdowns) higher than those charged by other broker-dealers in return for soft dollar benefits (known as paying-up). Subject to Section 28(e), LWA may pay a broker-dealer a brokerage commission more than that which another broker might have charged for effecting the same transaction recognizing the value of the brokerage and research services provided by the broker. Because the adviser believes it is imperative to its investment decision-making process to have access to this type of research and brokerage, LWA may, in circumstances where it feels the execution is comparable, place-specific trades with a broker, providing brokerage and research services to the firm. Research services offered by broker-dealers may be used in servicing any or all our clients. They may be used in connection with clients other than those making commissions to a broker-dealer, as permitted by Section 28(e).

Only a few possible firms meet LWA's sourcing criteria for providing a reliable and satisfactory custodial platform for our clients. These firms offer similar Soft Dollar Programs, and as such, LWA mitigates conflicts of interest by not considering this factor in our selection of an appropriate custodian. And while the adviser could have an incentive to cause clients to engage in more securities transactions that would otherwise be optimal to generate brokerage compensation with which to acquire products and services, based on LWA's interest in receiving the research or other products or services, rather than on our *client's* interests in obtaining the most favorable execution, this conflict is eliminated by having a quantitative investment process that creates trades only when the investment model signals the appropriateness of the transaction. Additional transactions are not made. Furthermore, the clients receive greater access to advanced research and advanced portfolio management tools that improve their service. And, soft dollar benefits are used to service all client accounts, not only those paid for the benefits.

Given the client assets we have under management, we do not believe that maintaining at least the required minimum of those assets per custodian to avoid paying each custodian quarterly service fee presents a material conflict of interest as LWA believes our custodian selection is in the best interests of our clients. The scope, quality, and price of the services we receive support the belief that our custodian(s) services do not benefit only us. LWA will put our client's interests first always.

### **Custodial Statements**

Clients will receive regular statements directly from the custodian of record on their account, who maintains their investment assets and should receive quarterly reports, at a minimum. The statements will list the client's account positions, activity in the account over the covered period, and other related information. If they so choose, clients will also receive confirmations following each brokerage account transaction; they will indicate whether they wish to receive such confirmations when completing their custodial paperwork. LWA's statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of individual securities.



*LWA urges clients to carefully review such statements and compare such official records to the account statements or reports we may provide them promptly upon receipt. Clients should also compare the investment performance of their Portfolio against the appropriate benchmark, and all custodial statements against the statements they may receive from periodic portfolio reports received from the adviser.*

If a client believes there are any inaccuracies or discrepancies in any reports received, whether from their custodian or LWA directly, or if they do not understand the information in any report, document or statement received, they should promptly, *and in all cases before the next statement cycle*, report any items of concern to LWA. Any verbal communications, inquiries, or concerns about their account statements should be re-confirmed in writing. LWA can not guarantee the accuracy or completeness of any report or any other information provided to the client or adviser by the custodian or another service provider to the client.

### **Best Execution**

As a matter of policy and practice, LWA conducts initial and on-going due diligence policies, procedures, and practices regarding soft dollars, best execution, and directed brokerage. And, seeks to ensure compliance with the clients written Advisory Agreement (and IPS, if applicable to the type of account opened) and observe best practices.

LWA acts on its duty to seek “best execution.” However, a client may pay a higher commission than another custodian might charge to affect the same transaction when it is determined, in good faith, that the commission is reasonable given the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest cost possible, but whether the transaction represents the best qualitative execution, taking into consideration the complete range of services available, including among others, the value of research provided, execution capability, financial strength, the commission rates, and responsiveness. While LWA will seek competitive rates, they may not necessarily obtain the lowest commission rates for client transactions.

### **Directed Brokerage**

In some instances, a client may direct LWA in writing to use another broker-dealer/custodian to execute some or all transactions for the client’s account. The client will negotiate terms and arrangements for the account with the custodian; LWA will not seek better execution services, better prices, or aggregate client transactions for execution through other custodians with orders for other accounts managed by the adviser. As a result, the client may be unable to achieve the most favorable execution of client transactions; directed brokerage may cost the client money. The client may pay higher commissions or other transaction costs or greater spreads, may not be able to aggregate orders to reduce transaction costs, or may receive less favorable prices on transactions for the account that would otherwise be the case had the client used the adviser’s recommended custodian(s). Subject to its duty of best execution, LWA may decline a client’s request to direct brokerage if, in our discretion, such directed brokerage arrangements would result in additional operational difficulties.

### **Special Considerations for ERISA Clients**

A retirement or ERISA Plan client may direct all or part of portfolio transactions for its account through a specific custodian to obtain goods or services on behalf of the Plan. Such direction is permitted provided that the products and services offered are reasonable expenses of the plan incurred in the ordinary course of its business. Otherwise, it would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the Plan.

### **Employee Benefit Plan Services**

LWA does arrange for the execution of securities transactions for 401k Plans as a part of this service. Trades are executed directly through employee Plan participation.

### **Investment Allocation & Trade Aggregation Policy**

LWA’s allocation and aggregation process require fair and equitable treatment of all client orders.

### Client Participation in Transactions

In general, LWA makes investment decisions and trades client accounts in aggregation, particularly when clients have similar objectives. We will seek to be consistent in our investment approach for all accounts with similar investment goals, strategies, and restrictions.

### Trading Errors

Even with best efforts and controls, trade errors may happen. If a trade is placed for a client's account, which causes a breach of any regulatory, contractual, investment objective or restriction parameters ("trade error"), such Trade Error will be immediately reported internally for prompt review, direction, and/or action, and will be reported directly to the appropriate custodian for action, to ensure that the client is not disadvantaged.

LWA does not use soft dollar credits or the promise of future trade commissions to compensate a broker-dealer/custodian for absorbing the cost of a trade error. Advisor Representatives may not correct a trade error made in a client's account by allocating the trade to a different client account (unless such a client was the intended recipient of the trade in the first place). In resolving any trade error, LWA's policy is that its clients' interests will come first, always, and trade errors will be fixed promptly and efficiently upon discovery to help minimize damages. Generally, the client will be reimbursed for any loss incurred due to an LWA trade error. Any gains resulting from an LWA trade error will remain with the client or accumulate in a trade error account to offset trade error losses. In all circumstances involving LWA trade errors, clients will be "made whole." *In cases in which trade errors result from the client's inaccurate instructions, the trading error will remain the financial responsibility of the client.*

In summary, client interests are placed ahead of those of the adviser always. Clients are not required to effect transactions through any custodian recommended by LWA. LWA may but is not required to accept clients who instruct us to execute all transactions through a particular custodian. While a conflict of interest exists in that Laurel Wealth may have an incentive to select or recommend a custodian based on its interest in receiving client referrals, rather than on client interests in obtaining the most favorable execution, our preferred custodians meet the firm's sourcing criteria for providing a reliable and satisfactory custodial platform for its clients. Additional details of how LWA mitigates conflicts of interest in this area are found in its comprehensive compliance Policies & Procedures Manual and its Code of Ethics document.

## ITEM 13: REVIEWS OF ACCOUNTS

---

### Client Account Evaluation

LWA has a fiduciary duty to reasonably determine that the investment advice or services provided to clients are suitable, and LWA's Advisor Representatives regularly evaluate accounts per the below schedule. The firm's Sales Supervisor monitors daily trading activity, the Director of Operations monitors Advisor Representative conduct, front-line client trading, and client account servicing to confirm the firm's policy of making tailored investment decisions in the best interests of the client are met based on the client's disclosure of their current financial situation and investment needs, and to verify adherence to the account stated client investment policies and risk tolerance levels and IPS, if applicable to the type of account opened. The adviser's Senior Management Team and CCO also monitor advisory client accounts and trading practices.

### Frequency of Account Reviews & Review Triggers

LWA utilizes leading-edge portfolio management software and exception reporting to manage and monitor client accounts continuously. Account deviations from determined asset allocation parameters and additions or withdrawals of individual securities from the defined model can trigger a review.

#### Annual Reviews

Advisor Representatives are required to maintain current information about each client. They are obligated to extend to clients the opportunity to discuss their account(s), at least annually, at a minimum. Annually, they are required to document an extensive review of each account's investment policy statements and objectives. At the time of the annual meeting, or at other times as appropriate, they will note any updates or changes to a client's financial situation, goals, and objectives. The review will occur for confirmation and updates needed to a client's Suitability Profile. And, for changes in a client's financial circumstances and investment profile, to maintain equilibrium with stated investment



objectives, for fluctuations that may have occurred in these objectives, and to determine if a modification of a client's imposed restrictions on the management of the account, or if new reasonable account restrictions, should occur.

#### Quarterly Reviews

Advisor Representatives will also perform reviews of client advisory accounts no less than quarterly for consistency with investment strategy and performance, among other things.

#### Periodic Reviews

Advisor Representatives will conduct regular reviews of client accounts to ensure account adherence to the client's investment mandates. These reviews are made to detect trading irregularities and unusual positions, evaluate securities for investment, confirm the continued appropriateness of asset allocation and security selection decisions, and verify the correct execution of account transactions. They may also meet with clients as frequently as is agreed upon or requested by the client.

#### Non-Periodic Reviews

Non-periodic reviews of client accounts can be triggered by changes in an account holder's financial situation (such as retirement or termination of employment), by physical moves or relocations, receipt of an inheritance, or by changes in personal, tax, or financial status. Reviews are triggered by material market, economic or political events, macroeconomic, or company-specific events.

#### Firm Reviews

While Advisor Representatives provide ongoing advice to clients, conduct periodic reviews of client portfolios, and are responsible for communicating with clients at least annually, representative samples of select client accounts are also reviewed periodically by firm Principals and members of the Compliance / Operations departments to identify issues or activity which may require further research and action. During such reviews, the firm will use various analysis tools to aid them in their assessment. A series of surveillance, exception, and trading reports or any combination of these and other review methods will help facilitate the examination. Reviews are based on the client's investment objectives, risk tolerance, financial and personal profile, or any combination of any of the above, in addition to other considerations. Supervisory review of accounts can also include general account activity and other triggering factors such as fees charged, performance, products used or securities concentration, and any other triggering factors as determined appropriate for analysis by the reviewing party.

#### Content & Frequency of Regular Reports Provided to Clients

LWA and/or the account custodian shall provide the client with periodic account reports.

#### Custodial Statements

Clients will receive regular statements directly from the custodian of record on their account, who maintains their investment assets and should receive quarterly reports, at a minimum. The statements will list the client's account positions, activity in the account over the covered period, and other related information. If they so choose, clients will also receive confirmations following each brokerage account transaction; they will indicate whether or not they wish to receive such confirmations when completing their custodial paperwork. LWA's statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of individual securities.

#### Firm-Generated Statements

Clients can also receive periodic reports from LWA and additional information if a supplementary review is requested. These reports will provide the client with a comprehensive overview of the account's market valuation, relative market performance, and success in achieving its investment objectives. LWA's statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of individual securities.

*LWA urges clients to carefully review such statements and compare such official records to the account statements or reports we may provide them promptly upon receipt. Clients should also compare the investment performance of their Portfolio against the appropriate benchmark and all custodial statements against the statements they may receive from periodic portfolio reports received from LWA.*

If a client believes there are any inaccuracies or discrepancies in any reports received, whether from their custodian or LWA directly, or if they do not understand the information in any report, document or statement received, they should promptly, and in all cases before the next statement cycle, report any items of concern to LWA. Any verbal communications, inquiries, or concerns about their account statements should be re-confirmed in writing. LWA can not guarantee the accuracy or completeness of any report or any other information provided to the client or LWA by the custodian or another service provider.

## ITEM 14: CLIENT REFERRALS & OTHER COMPENSATION

---

### Client Referrals

LWA receives client referrals, which may come from current clients, estate planning attorneys, accountants, Associates, personal friends of Associates, and other similar sources. Neither LWA nor any related person has any arrangement, either oral or in writing, wherein it directly or indirectly provides compensation for these referrals outside of the benefits noted herein (*i.e., where it is paid cash by or receives some economic benefit, including referral fees or any form of remuneration, commissions, equipment, or non-research services, from a professional or non-client about advising clients*).

### Other Compensation

LWA receives an economic benefit from its custodians in the form of the support products and services it makes available to us, and other independent investment advisers that have their clients maintain accounts at such custodians. These products and services, how they benefit us, and the related conflicts of interest are described herein. The availability to LWA of custodial products and services is not based on the adviser giving particular investment advice, such as buying specific securities for our clients. (*See Item 12: Brokerage Practices.*)

## ITEM 15: CUSTODY

---

### Custody

LWA neither accepts nor permits the firm or its Associates to obtain custody of client assets, including cash, securities, acting as a trustee, provide bill-paying services, having password access to client accounts to control account activity, or having any other form of client asset control. The adviser maintains client assets with independent and separate qualified custodians who take possession of the cash, securities, and other assets in client accounts.

LWA will not take title to any assets or have the authority to withdraw funds from the client's accounts, except to cover payment of the agreed to "Advisory Management Fees" specified within the client's Advisory Services Agreement or at the client's specific and written direction. All checks or wire transfers to fund client accounts must be made out to/sent to the client's custodian. LWA has no access to the assets in the client's custodial accounts or to the income produced from such accounts and has no physical custody of client funds and securities except for the authorized deduction of client advisory fees, as detailed herein. The client's relationship with their custodian is governed by a separate account agreement between the client and their custodian. Custodians hold all client assets in brokerage accounts at the custodial firm and buy and sell securities upon the adviser or the client's instructions. All funds and securities are delivered between the client and the custodian. The adviser is not responsible for any acts or omissions of the client's custodian and will not be liable for ensuring client custodians comply with the terms of their agreement with the client about the client's custodial brokerage account. Neither will LWA be accountable for the payment of the client's brokerage or custodial charges or fees; the client is responsible for their expenses billed directly by their custodian.

Regardless of the above, under federal regulations, LWA is deemed to have custody of client assets if a client authorizes the adviser to instruct the custodian to deduct our advisory fees directly from their account. Concerning such transactions, LWA observes the following points noted in the SEC's No-Action Letter of February 21, 2017, for any advisory fee debited directly from a client's custodial account. For client accounts in which LWA directly debits advisory fees:

1. the client will provide written instruction to their custodian, that includes the client's signature, LWA's name, and either the adviser's address or their account number at the custodian to which the transfer should be directed,

2. the client will authorize their custodian, in writing, to direct transfers to LWA, either on a specified schedule or from time to time,
3. the custodian will perform appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer,
4. the client has the ability to terminate or change the instruction to their custodian at any time,
5. the adviser has no authority or ability to designate or change the identity of the client's instruction,
6. the adviser will maintain records showing they are not a related party of the client's custodian, and
7. the custodian will be asked to and will be responsible for sending the client, in writing, an initial notice confirming the above instruction and an annual notice reconfirming the instruction.

The client will provide the above written limited authorization instructions directly to their custodian and will request the custodian provide a "transfer of funds" notice to them at their address of record after each advisory fee payment transfer occurs. *(The client will give these instructions either on the qualified custodian's form, via execution of "EXHIBIT I - custodian Identification, Acknowledgment & Instructions" of their LWA Advisory Agreement, or separately.)*

### **Custodial & Other Statements**

Clients will receive account statements directly from the custodian to the email or postal mailing address of record, which the client provided to the custodian. They will receive at least quarterly reports from their custodian reflecting all disbursements for the account, including the amounts of any assessed advisory fees. *Clients should review statements provided by their custodian promptly upon receipt.* LWA urges clients to compare the statements they receive directly from their custodian with the information outlined in any reports or periodic portfolio statements received from the adviser to ensure the accuracy of all account transactions. The reports received from LWA may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of particular securities. LWA encourages clients to promptly raise any questions about their assets' custody, safety, or security. *(See Item 12: Brokerage Practices.)*

## **ITEM 16: INVESTMENT DISCRETION**

---

### **Investment Discretion**

LWA provides investment supervisory services on a discretionary and non-discretionary basis. Details of investment discretion and non-discretion (account management style) are disclosed fully to the client before any advisory relationship commences.

#### **Discretionary Authorization**

For discretionary account management, clients provide their Advisor Representative with discretionary management style authority via a limited power-of-attorney. They will indicate this management style preference in their written Advisory Agreement and affirm their selection on the contract with their chosen custodian. Under the discretionary authorization, LWA will execute securities transactions for clients without obtaining specific client consent before each transaction. Clients may impose restrictions on investing in particular securities or types of securities. Discretionary authority is limited to investments within a client's Managed accounts.

If a client objects to any investment decision, they may discuss this with LWA, and a mutually agreed-upon decision will be made and documented if necessary. It is always preferred that the client and adviser engage in a discussion to resolve any potential differences in opinion. If the client repeatedly acts in a manner inconsistent with the mutually agreed upon investment objectives, the adviser reserves the right to cancel the client's Advisory Agreement after providing written counsel to the client. Similarly, the client reserves the right to cancel their contract with the adviser at any time if they so desire.

#### **Non-Discretionary Authorization**

Under a non-discretionary authorization, Advisor Representatives must notify the client and obtain permission before purchasing or selling each security within their account. Clients may decide not to invest in particular securities or types of securities and may refuse to approve securities transactions.

## ITEM 17: VOTING CLIENT SECURITIES

---

### Proxy Voting Policy

LWA will not ask for or accept voting authority for client securities; clients will receive proxy material directly from the security or custodian issuer. Under circumstances where the adviser gets proxy material on behalf of a client involving any security held in the client's account, the adviser will promptly forward such material to the client's attention. Proxy voting for plans governed by ERISA must conform to the document in effect. If the investment manager is listed as the fiduciary responsible for voting proxies, the responsibility will be designated to another fiduciary and reflected in the Plan document. It is the client's responsibility to vote for their proxy. Or may contact their Advisor Representative directly with questions about a particular solicitation. However, *LWA shall not be deemed to have proxy voting authority solely because of providing advice or information about a specific vote of proxy to a client in either of the above situations*; Clients should contact the security issuer before making the final proxy voting decisions.

### Class Action Suits, Claims or Bankruptcies

A class action is a procedural device used in litigation to determine the rights of and remedies, if any, for large numbers of people whose cases involve common questions of law and fact. Class action suits often arise against companies that publicly issue securities, including securities recommended by investment advisors to clients. The client or their agent will be responsible for class actions, claims, or bankruptcies involving securities purchased or held in their account. LWA does not provide such services and is not obligated to forward copies of class action notices received to clients or their agents.

## ITEM 18: FINANCIAL INFORMATION

---

### Balance Sheet

LWA neither requires nor solicits prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, it does not need to include a balance sheet with this Brochure.

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

As an advisory firm, LWA must disclose any financial conditions that are reasonably likely to impair its ability to meet its contractual obligations. Since its inception, LWA has been on solid financial ground. On May 8, 2020, in response to circumstances brought about by recent COVID19 conditions, the adviser obtained a \$71,200 Paycheck Protection Program ("PPP") loan for financial assistance to aid in the payment of the salaries of employees who are primarily responsible for performing advisory functions for the firm. Outside of the above, neither the adviser nor its management has any financial conditions that are likely to impair its ability to meet contractual commitments to referred investors reasonably. LWA has no additional financial circumstances to report.

### Bankruptcy Petitions in Previous Ten Years

LWA has not been the subject of a bankruptcy petition.

## ITEM 19: REQUIREMENTS FOR STATE-REGISTERED ADVISERS

---

LWA became an SEC-Registered investment adviser effective May 20, 2011.

### BUSINESS CONTINUITY PLAN

---

LWA has a Business Continuity Plan ("BCP") in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services, or key people. The BCP covers natural disasters such as snowstorms, hurricanes, tornados, and flooding and human-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, a chemical event, biological event, T-1-communications line outage, Internet outage, railway accident, and aircraft accident, among others. Electronic files are backed up daily and archived offsite. Alternate offices are identified to support ongoing operations in the event of significant business disruption if LWA's headquarters office is unavailable. LWA will observe the BCP process if a disaster dictates moving its office to an alternate location. A complete copy of LWA's Business Continuity Plan is available by contacting us directly at 858.459.1101 or on [www.laurelwa.com](http://www.laurelwa.com).

## INFORMATION SECURITY PROGRAM

---

LWA maintains an Information Security Program to reduce the risk that client's personal and confidential information is breached. Please contact us directly at 858.459.1101 with any questions regarding this Program.

## PRIVACY PRACTICES

---

Like all providers of personal financial services, investment advisers are now required by law to inform their clients of their policies regarding the privacy of client information. Investment advisers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, LWA has always protected the privacy of its current and prior clients.

### Types of Nonpublic Personal Information We Collect

LWA collects nonpublic personal information about you either provided to us by you or obtained by the firm with your authorization.

### Parties to Whom We Disclose Information

LWA does not disclose any nonpublic personal information obtained during our practice except as required or permitted by law for current and former clients. Permitted disclosures include, for instance, providing information to our employees and, in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such cases, we stress the confidential nature of the data shared.

### Protecting the Confidentiality & Security of Current & Former Client's Information

LWA retains records relating to the services it provides to better assist clients with their professional needs and, in some cases, to comply with professional guidelines. To guard the client's nonpublic personal information, the firm maintains physical, electronic, and procedural safeguards that comply with our professional standards.

Client privacy, professional ethics, and the ability to provide clients with quality financial services are very important. Please contact us directly at 858.459.1101 with any questions regarding our Privacy Policy.