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This brochure provides information about the qualifications and business practices of C-J ADVISORY, INC. If you have any questions about the contents of this brochure, please contact us at: 408-345-2890, or by email at: [clientservice@cjadvisory.com](mailto:clientservice@cjadvisory.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority. Additional information about C-J ADVISORY, INC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

## Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since the filing of our last annual updating amendment on March 16, 2021, we have the following material changes to report:

- Our firm has been acquired by SageView Advisory Group, LLC.
- Our firm has clarified in Item 5 of this Brochure and Item 4 of our Wrap Brochure, how we bill on cash and cash equivalent held in client accounts. Further, please see Item 8 of this Brochure and Item 6 of our Wrap Brochure for more information on cash and cash equivalents.

You may request our full brochure emailing us at [clientservice@cjadvisory.com](mailto:clientservice@cjadvisory.com). You may also download a free copy via the Internet from the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## **Item 4 Advisory Business**

In this brochure, references to "CJA," "we," "us," "our," or "our firm" refer to C-J Advisory, Inc. Our firm's clients and prospective clients are referred to as "you," "your," or "our clients."

Currently headquartered in San Jose, California, we were founded in 1980 and incorporated in 1996. We are wholly owned by Kevin M. Van Dyke of Bloomfield Hills, Michigan.

CJA provides personalized financial planning and investment management services to individuals, pension and profit-sharing plans, trusts, estates, charitable organizations and small businesses. The financial goals, investment objectives, risk tolerances, and other relevant information is gathered through consultation with you. If desired, we will also provide incidental advice concerning cash flow management, tax planning, insurance review, education funding, retirement planning, and estate planning.

### **Investment Management Services**

We offer discretionary and, if desired by the client, non-discretionary investment management services, financial planning services, and variable-annuity subaccount management. When engaging us to provide any of these advisory services, we will require you to enter into a written agreement with us setting forth the terms and conditions under which we will provide our services. Discretionary authorization will allow us to determine the specific securities and the amount of securities to be purchased or sold for your account without obtaining your approval prior to each transaction. We will also have discretion over the broker or dealer to be used for securities transactions in your account. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, or trading authorization forms.

You may impose restrictions on investing in certain securities or types of securities.

As part of our investment management services, in very limited circumstances we may use one or more sub-advisers to manage a portion of your account on a discretionary basis. The sub-adviser may use one or more of their model portfolios to manage your account. We will regularly monitor the performance of your accounts managed by a sub-adviser and may hire and fire any sub-adviser without your prior approval. Any fees charged by a sub-adviser are separate and apart from fees charged by us and will be fully disclosed in the applicable sub-adviser's disclosure brochure.

If you enter into non-discretionary agreements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Kyle Thompson is the lead investment advisor representative.

### **Retirement Plan Services**

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

We may also provide additional types of retirement plan services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be

detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Either party to the retirement plan services agreement may terminate the agreement upon written notice to the other party in accordance with the terms of the agreement for services. The retirement plan services fees will be prorated for the billing period in which the termination notice is given, and any unearned fees will be refunded to the client.

### **Financial Planning Services**

We offer financial planning services which typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. These services can range from broad-based financial planning to consultative or single subject planning. If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. We may also use financial planning software to determine your current financial position and to define and quantify your long-term goals and objectives. Once we specify those long-term objectives (both financial and non-financial), we will develop shorter-term, targeted objectives. Once we review and analyze the information you provide to our firm and the data derived from our financial planning software, we will deliver a plan to you, designed to help you achieve your stated financial goals and objectives.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

### **Financial Consulting Services**

We offer financial consulting services that involve advising clients on specific financial-related topics. The topics we address may include, but are not limited to, risk assessment/management, investment planning, financial organization, or financial decision making/negotiation. Financial consulting services may be offered as either one-time or ongoing services, as indicated in the Financial Consulting Agreement you execute with our firm.

### **Wrap Fee Program(s)**

We are a portfolio manager to and sponsor of a wrap fee program, which is a type of investment program that provides clients with access to investment allocations for a single fee that includes administrative fees, management fees, and transaction costs. If you participate in our wrap fee program, you will pay our firm a single fee, which includes our money management fees, certain transaction costs, and custodial and administrative costs. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Transactions for your account are typically executed by TD Ameritrade, a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by or other broker-dealers, and the advisory fees charged by investment advisers. For more information concerning the Wrap Fee Program, see *Appendix 1* to this Brochure.

**Types of Investments**

We offer advice on various types of investments based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

Since our investment strategies and advice are based on each client's specific financial situation, the investment advice we provide to you may be different or conflicting with the advice we give to other clients regarding the same security or investment.

In general, we manage wrap fee accounts on a discretionary basis. Wrap fee accounts are typically more appropriate for active accounts and are managed accordingly. We also manage non-wrap fee accounts on either a discretionary or a non-discretionary basis and may include a different investment strategy in managing non-wrap accounts.

**Assets Under Management**

As of December 31, 2021, we provide continuous management services for \$250,546,454 in client assets on a discretionary basis.

**Item 5 Fees and Compensation****Investment Management Services**

Although our investment management fees are negotiable, we will normally charge investment management fees in accordance with the following fee schedule:

First \$250,000	1.95 %
Next \$250,000 (between \$250,001 and \$500,000)	1.85 %
Next \$250,000 (between \$500,001 and \$750,000)	1.60 %
Next \$250,000 (between \$750,001 and \$1,000,000)	1.35 %
Next \$2,000,000 (between \$1,000,001 and \$3,000,000)	1.10 %
Next \$2,000,000 (between \$3,000,001 and \$5,000,000)	0.85 %
Above \$5,000,001	0.65%

Current client relationships may exist where fees are higher or lower than the fee schedule above.

Investment management fees are billed monthly in advance. In some limited cases, fees may be billed on a different cycle as specified in the custodial account agreement signed by you. Generally, we require that investment management fees be debited (deducted) from one of your accounts that we manage. Your positive consent is required for us to do this; you provide this consent through our written advisory agreement. Our firm bills on cash unless otherwise agreed to in writing.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

Unless otherwise agreed, you will authorize us to deduct our periodic advisory fees from your designated account. Your authorization is limited to our withdrawing our advisory fees as and when due. We will provide your custodian with your written fee deduction authorization. Your account custodian will, on a quarterly basis, provide you with an account statement indicating the advisory fees paid to us from your account. We encourage you to review these statements carefully and contact us with any questions or concerns regarding fees debited from your account, you may terminate your authorization at any time, in writing, but you will remain responsible for promptly paying us any advisory fees that remain due and unpaid. If our direct fee deduction has been authorized, then our fees will be deducted from the cash balance in your account. If insufficient cash is available, we will typically liquidate enough securities in your account to cover the balance due. For taxable accounts, a liquidation of securities may result in taxable income to you.

You may terminate an advisory agreement by providing written notice to us. Any prepaid investment management fees will be returned to you within 30 business days. To determine the amount of the refund owed to you, the portfolio value at the completion of the prior full billing month is used as the basis for the fee computation, adjusted for the number of days during the billing month prior to termination.

CJA reserves the right to stop work on any advisory relationship where fees are 45 or more business days overdue. In addition, CJA 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 CJA's judgment, to providing proper financial advice.

Fees will be automatically deducted from your managed account. As part of this process, you understand and acknowledge the following:

- a) Your independent custodian sends statements at least quarterly to you showing all disbursements for your account, including the amount of the advisory fees paid to us;
- b) You provide authorization permitting us to be directly paid by these terms;
- c) A copy of the quarterly statement issued by the independent custodian is made available in your quarterly performance report;

### **Retirement Plan Services**

Our advisory fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis and will be specified in the advisory agreement signed with our firm.

You may terminate the retirement plan services agreement upon written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement, which means you will incur advisory fees only in proportion to the number of days in the billing period for which you

are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees. Our firm bills on cash unless otherwise agreed to in writing.

### **Financial Planning Services**

Although we provide financial planning services, we will only charge for these services if you do not engage us for our Investment Management Services. In these cases, the negotiable hourly rate will be up to \$300.

### **Financial Consulting Services**

Our negotiable hourly rate for one-time or on-going financial consulting services is up to \$300 per hour. The hourly fee is negotiable in our sole discretion, depending on the scope and complexity of the services rendered. Our consulting fee is payable upon presentation of an invoice at the completion of the agreed upon consulting services, or upon presentation of an invoice for on-going consulting services.

You may terminate the financial consulting agreement upon 30 days written notice to our firm. Since financial consulting fees are payable in arrears, you will be responsible for a prorated fee based on services performed prior to termination of the financial consulting agreement and any work product created prior to termination of the agreement will be delivered to you.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest or recommend that you invest in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You may also incur miscellaneous fees or charges from the custodian, via individual transaction charges. We do not share in any portion of the fees imposed by the product sponsor or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, refer to the *Brokerage Practices* section of this brochure.

Kyle Thompson is a licensed life insurance agent, although he will not earn compensation for the sale of insurance products. While Mr. Thompson can recommend life, health, disability, and long-term care insurance to our clients, he will refer such business to another licensed individual/agency and clients can implement or not implement recommendations at their sole discretion. In some cases, Mr. Thompson may refer clients to an affiliated company for insurance product sales. Neither Mr. Thompson nor CJA will be compensated for these referrals or for any resulting product sales. Insurance products will only be recommended to you if it is in your best interest. You are under no obligation to purchase insurance products from any recommended source including our affiliate, and you can seek insurance products from another licensed agent of your choice.

Discretionary management of variable annuity subaccounts is charged at the same rates as indicated above for Investment Management Services.

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

We do not charge performance-based fees. Our advisory fees are not based on a share of the capital gains you earn or on the capital appreciation of assets in your account.

## **Item 7 Types of Clients**

CJA generally provides investment advice to individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations and business entities.

We may impose a minimum account size of \$25,000, but we may waive this minimum at our discretion.

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

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis. The sources of information include electronic financial data streams, financial newsletters and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

The primary investment strategy used for client accounts is Strategic Asset Allocation. This strategy utilizes a core and satellite approach. This means that we use passively managed index and exchange-traded funds as the core investments. Portfolios are globally diversified to control the risk associated with traditional markets. The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Other strategies may include long-term purchases, short-term purchases, trading, short sales, margin transactions, and option writing (including covered options, uncovered options or spreading strategies).

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. **It is important that you notify us immediately with respect to any material changes to your financial circumstances, including for example, a change in your current or expected income level, tax circumstances, or employment status.**

### **Tax Considerations**

Our strategies and investments may have unique tax implications. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets. Custodians and broker-dealers must report the cost basis of equities acquired in client accounts. Your custodian will default to the First-In First-Out ("FIFO") accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our 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. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

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

**Interest-rate Risk** - Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

**Market Risk** - The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's underlying circumstances. For example, political, economic and social conditions may trigger market events.

**Inflation Risk** - When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

**Currency Risk** - Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

**Reinvestment Risk** - This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

**Business Risk** - These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

**Liquidity Risk** - Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

**Financial Risk** - Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

### **Recommendation of Particular Types of Securities**

We provide advice on various types of securities. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

### **Mutual Fund Securities**

Investing in mutual funds carries inherent risk. The major risks of investing in a mutual fund include the quality and experience of the portfolio management team and its ability to create fund value by investing in securities that have positive growth, the amount of individual company diversification, the type and amount of industry diversification, and the type and amount of sector diversification within specific industries. In addition, mutual funds tend to be tax inefficient and therefore investors may pay capital gains taxes on fund investments while not having yet sold the fund.

### **Cash & Cash Equivalents**

Cash and cash equivalents generally refer to either United States dollars or highly liquid short-term debt instruments such as, but not limited to, treasury bills, bank CD's and commercial paper. Generally, these assets are considered nonproductive and will be exposed to inflation risk and considerable opportunity cost risk. Investments in cash and cash equivalents will generally return less than the advisory fee charged by our firm. Our firm may recommend cash and cash equivalents as part of our clients' asset allocation when deemed appropriate and in their best interest. Our firm considers cash and cash equivalents to be an asset

class. Therefore, our firm assesses an advisory fee on cash and cash equivalents unless indicated otherwise in writing.

### Exchange-Traded Funds ("ETFs")

ETFs are investment companies whose shares are bought and sold on a securities exchange. An ETF holds a portfolio of securities designed to track a specific market segment or index. The funds could purchase an ETF to gain exposure to a portion of the U.S. or foreign market. The funds, as a shareholder of another investment company, will bear their pro-rata portion of the other investment company's advisory fee and other expenses, in addition to their own expenses. Investing in ETFs involves risk. Specifically, ETFs, depending on the underlying portfolio and its size, can have wide price (bid and ask) spreads, thus diluting or negating any upward price movement of the ETF or enhancing any downward price movement. Also, ETFs require more frequent portfolio reporting by regulators and are thereby more susceptible to actions by hedge funds that could have a negative impact on the price of the ETF. Certain ETFs may employ leverage, which creates additional volatility and price risk depending on the amount of leverage utilized, the collateral and the liquidity of the supporting collateral. Further, the use of leverage (i.e., employ the use of margin) generally results in additional interest costs to the ETF. Certain ETFs are highly leveraged and therefore have additional volatility and liquidity risk. Volatility and liquidity can severely and negatively impact the price of the ETF's underlying portfolio securities, thereby causing significant price fluctuations of the ETF.

### Equity Securities

Investing in individual companies involves inherent risk. The major risks relate to the company's capitalization, quality of the company's management, quality and cost of the company's services, the company's ability to manage costs, efficiencies in the manufacturing or service delivery process, management of litigation risk, and the company's ability to create shareholder value (i.e., increase the value of the company's stock price). Foreign securities, in addition to the general risks of equity securities, have geopolitical risk, financial transparency risk, currency risk, regulatory risk and liquidity risk.

### Fixed Income Securities

Fixed income securities carry additional risks than those of equity securities described above. These risks include the company's ability to retire its debt at maturity, the current interest rate environment, the coupon interest rate promised to bondholders, legal constraints, jurisdictional risk (U.S or foreign) and currency risk. If bonds have maturities of 10 years or greater, they will likely have greater price swings when interest rates move up or down. The shorter the maturity the less volatile the price swings. Foreign bonds have liquidity and currency risk.

### Variable Annuities

A variable annuity is a form of insurance where the seller or issuer (typically an insurance company) makes a series of future payments to a buyer (annuitant) in exchange for the immediate payment of a lump sum (single-payment annuity) or a series of regular payments (regular-payment annuity). The payment stream from the issuer to the annuitant has an unknown duration based principally upon the date of death of the annuitant. Annuities can be purchased to provide an income during retirement. Unlike fixed annuities that make payments in fixed amounts or in amounts that increase by a fixed percentage, variable annuities, pay amounts that vary according to the performance of a specified set of investments, typically bond and equity mutual funds. Many variable annuities typically impose asset-based sales charges or surrender charges for withdrawals within a specified period. Variable annuities may impose a variety of fees and expenses, in addition to sales and surrender charges, such as mortality and expense risk charges; administrative fees; underlying fund expenses; and charges for

special features, all of which can reduce the return. Once the investor starts withdrawing money from their variable annuity, earnings are taxed at the ordinary income rate, rather than at the lower capital gains rates applied to other non-tax-deferred vehicles which are held for more than one year. Proceeds of most variable annuities do not receive a "step-up" in cost basis when the owner dies like stocks, bonds and mutual funds do. Some variable annuities offer "bonus credits." These are usually not free. In order to fund them, insurance companies typically impose mortality and expense charges and surrender charge periods. In an exchange of an existing annuity for a new annuity (so-called 1035 exchanges), the new variable annuity may have a lower contract value and a smaller death benefit; may impose new surrender charges or increase the period of time for which the surrender charge applies; may have higher annual fees; and provide another commission for the broker.

## **Item 9 Disciplinary Information**

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our firm. Neither CJA nor its employees have legal or disciplinary events to report related to past or present clients.

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

We have not provided information on other financial industry activities and affiliations because we do not have any relationship or arrangement that is material to our advisory business or to our clients with any of the types of entities listed below.

1. broker-dealer, municipal securities dealer, or government securities dealer or broker;
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund);
3. other investment adviser or financial planner;
4. futures commission merchant, commodity pool operator, or commodity trading adviser;
5. banking or thrift institution;
6. accountant or accounting firm;
7. lawyer or law firm;
8. insurance company or agency;
9. pension consultant;
10. a real estate broker or dealer; and/or
11. sponsor or syndicator of limited partnerships.

Kevin M. Van Dyke, sole owner of CJA, is a registered representative of an unaffiliated registered broker/dealer and an investment adviser representative of an unaffiliated registered investment adviser. Although he does receive commissions in his capacity as a registered representative, none of these commissions result from sales of investment products to clients of CJA. Mr. Van Dyke does not offer investment advice on behalf of CJA. Kurt Murphy, Chief Compliance Officer of CJA, is a registered representative of an unaffiliated registered broker/dealer. Although he may receive commissions in his capacity as a registered representative, none of these commissions result from sales of investment products to clients of CJA. Mr. Murphy does not offer investment advice on behalf of CJA. None of these relationships is material to CJA and do not pose a conflict of interest to clients of not select or recommend other investment advisors, nor do we receive any compensation, directly or indirectly, for recommending other investment advisors.

Kyle Thompson is a licensed life insurance agent, although he will not earn compensation for the sale of insurance products. While Mr. Thompson can recommend life, health, disability, and long-term care insurance to CJA clients, he will refer such business to another licensed individual/agency and clients

can implement or not implement recommendations at their sole discretion. In some cases, Mr. Thompson may refer clients to an affiliated company for insurance product sales. Neither Mr. Thompson nor CJA will be compensated for these referrals or for any resulting product. Insurance products will only be recommended to you if it is in your best interest. You are under no obligation to purchase insurance products from any recommended source including our affiliate, and you can seek insurance products from another licensed agent of your choice.

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

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

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

Neither our firm nor any persons associated with our firm has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

### **Aggregated Trading**

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("aggregated trading"). Refer to the *Brokerage Practices* section in this brochure for information on our aggregated trading practices.

A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

## **Item 12 Brokerage Practices**

CJA recommends custodians based on the proven integrity, financial stability, rates of trade execution, standing in the marketplace, and other factors. CJA recommends discount brokerage firms and trust companies (qualified custodians).

CJA participates in the TD Ameritrade Institutional program and will recommend TD Ameritrade. TD

Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade"). TD Ameritrade is an independent (and unaffiliated) SEC-registered broker-dealer and a member of the FINRA and SIPC. TD Ameritrade offers independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the program (described below).

CJA participates in the trading aggregation program. Clients participating in aggregated transactions will receive an average share price and there are no commissions or transaction costs borne by clients.

CJA receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to CJA by third party vendors. There is no direct link between CJA's participation in the program and the investment advice it provides to clients. The benefits provided by TD Ameritrade (described above) are available to most, if not all, of registered investment advisors who utilize TD Ameritrade in the same capacity.

### **Aggregated Trades**

CJA may combine multiple orders for shares of the same securities purchased for discretionary advisory accounts we manage (this practice is commonly referred to as "aggregated trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. Generally, participating accounts will pay a fixed transaction cost regardless of the number of shares transacted. In certain cases, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each client's order. Accounts owned by our firm or persons associated with our firm may participate in aggregated trading with your accounts; however, they will not be given preferential treatment.

### **Research and Other Soft Dollar Benefits**

We do not have any soft dollar arrangements.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Mutual Fund Share Classes**

Mutual funds are sold with different share classes, which carry different cost structures. Each available share class is described in the mutual fund's prospectus. When we purchase, or recommend the purchase of, mutual funds for a client, we select the share class that is deemed to be in the client's best interest, taking into consideration cost, tax implications, and other factors. When the fund is available for purchase at net asset value, we will purchase, or recommend the purchase of, the fund at net asset value. We also review the mutual funds held in accounts that come under our management to determine whether a more beneficial share class is available, considering cost, tax implications, and the impact of contingent deferred sales charges.

## **Item 13 Review of Accounts**

Accounts are reviewed no less than quarterly. Reviews can be done on demand or as agreed upon in advance. Account reviews cover asset allocation, portfolio performance relative to one or more benchmarks or indices, and tax analysis, including a statement of net worth. Financial goals are reviewed at least annually or when there is a life changing financial event. All account reviews are performed by Kyle Thompson or his designee.

Monthly or quarterly statements are sent to you directly from the custodian. These statements disclose the assets held in your account. We strongly encourage you to review the account statements you receive from your custodian. Although we may provide net worth statements and other information containing account details, these are provided as part of our service to you and are not account statements.

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

Although we may receive a referral from one or more sources, we receive no economic benefit or compensation in any form for such referrals. Additionally, we do not compensate any person or entity for client referrals, nor do we have any solicitor arrangements.

From time to time, we may feel it is appropriate to refer clients to other professionals from whom certain services may be received as part of a comprehensive approach to financial planning. Examples of these other professionals include attorneys or accountants, among others. We make these referrals as a convenience to clients only and neither CJA nor its associates are compensated for these referrals. Clients are not obligated to work with the professionals to whom we may refer them, and they do so at their sole discretion. CJA is not responsible or liable for any services provided by these outside professionals. Clients choose to engage these other professionals directly, in their sole discretion and at their own expense, and these arrangements would be separate and distinct from the financial planning services provided by us.

## **Item 15 Custody**

CJA is deemed to have limited custody if you authorize us to instruct a qualified custodian to deduct our advisory fees from your account. This primarily applies to accounts under our investment management and wrap fee programs. We do not have or maintain physical custody of your funds, securities, or assets at any time. All your assets are maintained at a qualified custodian. The qualified custodian will send official account statements no less than quarterly. You are urged to review account statements sent to you by the qualified custodian.

### **Standing Letter of Authorization**

Our firm, or persons associated with our firm, may effect transfers from client accounts to one or more third parties designated in writing by the client, without obtaining written client consent for each separate, individual transaction, as long as the client has provided us with written authorization to do so. Such written authorization is known as a Standing Letter of Authorization. An adviser with authority to conduct such third-party transfers has access to the client's assets, and therefore has limited custody of the client's assets in any related

However, we are not required to obtain a surprise annual audit, as otherwise would be required by reason of having custody, as long as we meet the following criteria:

1. You provide a written, signed instruction to the qualified custodian that includes the third party's

- name and address or account number at a custodian;
2. You authorize us in writing to direct transfers to the third party either on a specified schedule or from time to time;
  3. Your qualified custodian verifies your authorization (e.g., signature review) and provides a transfer of funds notice to you promptly after each transfer;
  4. You can terminate or change the instruction;
  5. We have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party;
  6. We maintain records showing that the third party is not a related party to us nor located at the same address as us; and
  7. Your qualified custodian sends you, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

We hereby confirm that we meet the above criteria.

We do not send account statements to you. Through the course of our work with you, we may provide summaries of accounts, net worth statements, financial plans, or other documentation showing account balances and other account information, but these are not official account statements. They are provided as a service to you.

## **Item 16 Investment Discretion**

Through and by means of our written advisory agreement, CJA accepts discretionary authority to manage securities accounts on behalf of clients. CJA has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

## **Item 17 Voting Client Securities**

Unless you designate otherwise, CJA votes proxies for securities over which it maintains discretionary authority consistent with its proxy voting policy. We will not vote any proxy that causes a material conflict of interest between us and the security issuer. These will be referred to the beneficial holder(s) of the account.

In the event you wish to direct our firm on voting a particular proxy, you should contact our main office at the phone number on the cover page of this brochure with your instruction.

If we have been appointed to vote proxies on your behalf, we will determine how to vote proxies based on our reasonable judgment of the vote most likely to produce favorable financial results for you. When proxies are voted, votes generally will be cast in favor of proposals that maintain or strengthen the shared interests of shareholders and management, increase shareholder value, maintain or increase shareholder influence over the issuer's board of directors and management, and maintain or increase the rights of shareholders. Generally, proxy votes will be cast against proposals having the opposite effect. However, we will consider both sides of each proxy issue. Unless we receive specific instructions from you, we will not base votes on social considerations. In the event you wish to direct our firm on voting a particular proxy, you should contact our main office at the phone number on the cover page of this brochure with your instruction. Upon request, we will provide (i) a copy of our proxy voting policies and procedures and (ii) details as to how we voted securities in your account, if applicable.

In addition, we will generally not vote proxies in the following situations:

- Where our firm and a client have agreed in advance to limit the conditions under which we would exercise voting
- Proxies are received for where, at the time of receipt, our position, across all clients that we advise, is less than or equal to 1% of the total outstanding voting equity (an "immaterial position");
- Proxies are received for equity securities where, at the time of receipt, our clients no longer hold that position; or
- Where we have determined that refraining is in the best interest of the client, such as when the cost to the client of voting the proxy is greater than the expected benefit of voting (e.g., voting a foreign security that is required to be made in person).

Conflicts of interest between you and our firm, or a principal of our firm, regarding certain proxy issues could arise. If we determine that a material conflict of interest exists, we will take the necessary steps to resolve the conflict before voting the proxies. For example, we may disclose the existence and nature of the conflict to you, and seek direction from you as to how to vote on a particular issue; we may abstain from voting, particularly if there are conflicting interests for you (for example, where your account(s) hold different securities in a competitive merger situation); or, we will take other necessary steps designed to ensure that a decision to vote is in your best interest and was not the product of the conflict.

We keep certain records required by applicable law in connection with our proxy voting activities. You may obtain information on how we voted proxies and/or obtain a full copy of our proxy voting policies and procedures by making a written or oral request to our firm.

CJA reviews, no less frequently than annually, the adequacy of its proxy voting policies and procedures to make sure they have been implemented effectively, including whether these policies and procedures continue to be reasonably designed to ensure that proxies are voted in the best interest of its clients. Additionally, if you have requests regarding one or more specific proxy solicitations or would like us to vote in accordance with your instructions, you may contact us.

You may obtain a complete copy of our proxy voting policies and procedures, and you may obtain information about how we have voted proxies by contacting us at [clientservice@cjadvisory.com](mailto:clientservice@cjadvisory.com).

## **Item 18 Financial Information**

C-J Advisory, Inc. does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients. Although we have discretionary authority, a balance sheet is not required to be provided because we do not serve as a custodian for client funds or securities and do not charge or solicit pre-payment of more than \$1,200 in fees (per client) six months or more in advance. Additionally, C-J Advisory, Inc. has never been the subject of a bankruptcy petition.