

Item 1 – Cover Page



C & J Wealth Advisors
9717 Cogdill Road, Suite 202
Knoxville, TN 37932

Telephone: (865) 481-0385
Facsimile: (865) 483-7930
www.cjwealth.com

Form ADV Part 2A
Firm Brochure
March 01, 2023

This brochure provides information about the qualifications and business practices of C & J Wealth Advisors. If you have any questions about the contents of this brochure, please contact Ms. Jennifer Huskey at (865) 481-0385.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Additional information about C & J Wealth Advisors also is available on the SEC's website at www.adviserinfo.sec.gov. Clients can view our firm by utilizing our unique CRD number 133293. Clients are also able to download this brochure from the SEC's website at www.adviserinfo.sec.gov or you may contact our firm at (865) 481-0385.

While the firm and its associates may be registered with the SEC, it does not imply a certain level of skill or training on the part of the firm or its associated personnel.

Item 2 - Material Changes

Current Document Date: March 01, 2023

Last Update: March 01, 2022, as amended June 01, 2022

This Firm Disclosure Brochure provides you with a summary of C & J Wealth Advisors advisory services, fees, professionals, certain business practices and policies, as well as actual or potential conflicts of interest, among other things. This Item is utilized to provide our clients with a summary only of the material new and/or updated information to our ADV Part 2A and Form CRS (Customer Relationship Summary). We will inform clients of the revision(s) based on the nature of the information.

Annual Update: We are required to update certain information in this disclosure at least annually, within 90 days of our firm's fiscal year end (FYE) of December 31. If our firm has made revisions that would affect a client's decision when doing business with us, we will provide our clients with a summary of any materially revised information on this Disclosure Brochure and/or with Form CRS with an offer to deliver the fully revised Firm Disclosure Brochure or Form CRS. Alternatively, we will provide you with our revised disclosure document. Non-material revisions are not delivered to clients but can be viewed on the SEC Investment Adviser info site, as noted on the cover sheet of this brochure.

As of this filing, C & J Wealth Advisors had two material changes to report.

Item 5 Fees – We have enhanced disclosures regarding our fee billing processes, fees for insurance products in your account and provided new disclosures regarding the way we charge and calculate fees for retirement plan services.

Item 12 Brokerage Practices - This section contains updated language regarding aggregation of transactions. This section also updates TD Adviser disclosures by adding Schwab Advisor as the successor to the account. Finally, the section removes references to SmartAdvisor, a service we no longer utilize.

To obtain our Customer Relationship Summary (Form CRS), Firm Disclosure Brochure and/or brochure supplements (information regarding each of our financial advisors), our Code of Ethics, or our Privacy Policy, please contact us at:

**C & J Wealth Advisors
Attn: Chief Compliance Officer
9717 Cogdill Road, Suite 202
Knoxville, TN 37932**

**Telephone: (865) 481-0385
Facsimile: (865) 483-7930
www.cjwealth.com**

Item 3 - Table of Contents

Item 1: Cover Page	1
Item 2: Material Changes.....	2
Item 3: Table of Contents	3
Item 4: Advisory Business	4
Item 5: Fees and Compensation	10
Item 6: Performance-Based Fees and Side-By-Side Management	14
Item 7: Types of Clients	15
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	15
Item 9: Disciplinary Information	19
Item 10: Other Financial Industry Activities and Affiliations	19
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	20
Item 12: Brokerage Practices	22
Item 13: Review of Accounts	24
Item 14: Client Referrals and Other Compensation.....	25
Item 15: Custody.....	28
Item 16: Investment Discretion	28
Item 17: Voting Client Securities.....	28
Item 18: Financial Information	29

Important Information

Throughout this document, C&J Wealth Advisors shall also be referred to as the “firm,” “our,” “we” or “us.” The client or prospective client may also be referred to as “you,” “your,” etc., and refers to a client engagement involving a single *person* as well as two or more *persons*. The term “advisor” and “adviser” are used interchangeably where accuracy in identification is necessary (i.e., Internet address, etc.).

Item 4 - Advisory Business

Information about Our Firm

Coulter & Justus Financial Services, LLC is a Tennessee limited liability company doing business as C & J Wealth Advisors. Our firm is an independent, fee-based wealth management firm serving the greater Knoxville and Oak Ridge, TN communities. Our focus is in helping clients achieve their goals through the development and implementation of financial plans, combined with a value-based investment discipline that protects and grows client wealth.

C&J Wealth Advisors is not a subsidiary of, nor do we control, another entity. Our firm does not have a reportable threshold, per SEC guidance, of its members' (shareholders) equity interests.

As an independent, fee-based wealth management firm, we do not have an incentive to generate commissions, nor do we have an incentive to sell proprietary products and services. Our focus is simply to give you objective, experienced advice that puts your interests first.

When we act as your investment adviser, we must act in your best interest, and we do not put our interest ahead of yours. At the same time, the method by which we are compensated creates some conflicts with your interests. The following items outline our activities and address conflicts associated with those activities. You should understand and ask us about these potential conflicts because they can affect the investment advice we provide you.

We provide a broad range of investment advisory services to our clients. Approximately 80% of our business involves providing ongoing and continuous supervision of our client's portfolio (termed *investment supervisory services*). Approximately 10% of our business finds us engaged in furnishing investment advice through periodic consultations (termed *investment consultation*), which does not include ongoing supervision or management of an investment account. The remaining 10% of our efforts are focused on *financial planning services*; working with our clients in such areas as cash flow and budgeting, retirement planning, risk management and estate planning.

As of our December 31, 2022, fiscal year-end, our firm had over \$233,502,775 of client assets under its management; over \$228,802,405 million on a discretionary basis and \$4,700,370 in non-discretionary accounts (investment authority is defined in Item 16).

Getting Started

An initial complimentary interview is conducted by a representative of our firm to determine the scope of services to be provided. We will ensure material conflicts of interest are disclosed regarding our firm and its employees that could be reasonably expected to impair the rendering of unbiased and objective advice.

Should you wish to engage our firm, we must first enter into a written agreement; thereafter, discussion and analysis will be conducted to determine your financial needs, goals, holdings, etc. Depending on the scope of the engagement, we may require current copies of the following documents early in the process:

- Wills, codicils and trusts
- Insurance policies
- Mortgage information

- Tax returns
- Current financial specifics including W2s or 1099s
- Information on current retirement plans and benefits provided by your employer
- Statements reflecting current investments in retirement and non-retirement accounts
- Completed risk profile questionnaires or other forms provided by our firm

It is important that the information and financial statements you provide are accurate. We may, but are not obligated to, verify the information you have provided, which will then be used in the financial planning or investment advisory process.

Financial Planning Services

Our services may involve consultation, analysis, and recommendations in the six areas of financial planning, which include (1) financial situation, (2) income taxes, (3) insurance, (4) investments, (5) retirement planning, and (6) estate planning.

In order to determine a suitable course of action for an individual client, our investment advisor representatives will meet with you to gather all pertinent information and will assist you in determining your financial goals and objectives and the level of financial planning service that may best fit your needs. This review may include, but would not necessarily be limited to, investment objectives, consideration of your overall financial condition, income and tax status, personal and business assets, risk profile, and other factors unique to your particular circumstances.

We offer our financial planning services in the following forms: (1) a comprehensive financial plan, (2) a segmented financial plan, (3) an ongoing financial plan, and (4) individual consultations. Under each of these financial planning options, we will generally issue a written analysis and report of recommendations in accordance with your goals and objectives. Depending on the level of your financial planning needs, our written financial plans may include but would not be limited to the following topical areas:

- Prepare an annual net worth statement
- Create a cash flow statement
- Review current investments
- Review client's most recent tax returns
- Review client's life and disability insurance
- Review client's estate plan
- Complete a retirement analysis
- Provide education planning advice

We may offer projections of your likelihood of achieving your financial goal(s), including but not limited to retirement, education funding, charitable giving and wealth transfer.

For situations in which projections show less than the desired results, we may make recommendations that include showing you the impact on those projections by making changes in certain variables (i.e., working longer, saving more, spending less, taking more risk with investments). If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the

likelihood of running out of money or having to adversely alter your spending during your retirement years.

We will provide you with written recommendations and deliverables as specified in your engagement agreement. These recommendations or services may be broad-based or more narrowly focused, as you desire. Note that when these services focus only on certain areas of your interest or need, your overall financial situation or needs may not be fully addressed due to the limitations you may have established.

In all instances, you will retain full discretion over all implementation decisions and are free to accept or reject any recommendation we make. Further, it remains your responsibility to promptly notify us if there is any change in your financial situation or investment objectives for the purpose of our reviewing, evaluating, or revising previous recommendations and/or services.

Upon completion of our presentation or delivery of advice, our financial planning engagement is typically concluded (unless we are engaged under an ongoing financial plan agreement); however, you are encouraged to contact our firm at any time in the future to re-engage our services.

Individual Consultations

We also provide advisory or consulting services not involving the other services previously described but still pertaining to investments or investment-related matters. As part of these services, we may or may not provide any written documentation or other work product. Such services may include the following:

- Insurance-related services and planning
- Consultation involving 401(k) or other forms of retirement plans
- One-time analysis of investment accounts/portfolios
- Telephonic, electronic, or in-person consultations/communications regarding investments or investment-related matters
- Serving as an expert witness in judicial or arbitration proceedings
- Conferring with other professionals or service providers (i.e., accountants, attorneys, etc.) regarding investments or investment-related matters on your behalf
- Other service as may be specifically requested

We will not possess or exercise investment discretion with respect to this service offering. Depending upon the particular engagement, we may or may not produce written documentation that supports recommendations or conclusions reached as a result of carrying out these services.

If you wish to engage us for services not specifically mentioned or referred to in the services noted above, you may provide us with guidance as to the scope of the engagement. Regardless of the services ultimately requested, the specific services and corresponding fees will be set forth in your engagement agreement.

Investment Supervisory Services

You may also choose to engage our firm to implement the investment strategies we have recommended to you. Our strategies and primary choice of investment vehicles are described in further detail in Item 8 of this brochure.

We provide our investment supervisory services under either a discretionary or non-discretionary account authority agreement (defined in Item 16), and our services generally include the following:

- Investment strategy
- Asset allocation
- Asset selection
- Risk tolerance
- Regular portfolio monitoring
- Periodic rebalancing

Where applicable, we will assist you in preparing an investment policy statement, or similar document, reflecting your investment objectives, time horizon, tolerance for risk, as well as any account constraints. Your investment policy statement will be designed to be specific enough to provide future guidance while concurrently allowing flexibility to respond to changing market conditions. Since the investment policy statement, to a large extent will be a product of information and data you have provided, you will be responsible for reviewing and providing final approval of the document/plan.

Retirement Plan Consulting Services

We assist fiduciaries to and sponsors of 401K plans ("Sponsors") in carrying out their duties to manage their 401K plan ("Plan") in the best interests of plan participants. We provide fiduciary and non-fiduciary services tailored to each client we serve. This involves assisting plan fiduciaries with a systematic, objective approach to benchmarking the plan's various service providers' value relative to what is being provided for a plan of similar size and complexity. The Firm also performs consultative reviews of client's fiduciary practices to assess whether the plan operates in accordance with sound fiduciary practices. These comprehensive assessments include reviews of the plan's Investment Policy Statement ("IPS"), transparency of fees, and plan and trustees' conflict of interest policies, among other items.

Our services are provided based on the specific needs and characteristics of the 401K plan. If requested, we could serve as a 3(21) fiduciary or 3(38) fiduciary to the plan as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"). We will not serve as the "administrator" of the client's retirement plan as defined in ERISA.

Fiduciary services may include:

- Work with the Sponsor to help coordinate the functions and activities of the Plan Investment Committee, including, ensuring that proper adherence to fiduciary obligations is met, including helping with the Plan Investment Committee's agendas, minutes, coordinating functions and activities, and creating and establishing an IPS, if needed. Sponsor shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.

- Provide the Sponsor with general, non-discretionary investment advice regarding asset classes, vendors, platforms, and investment alternatives available for the Plan that are consistent with the Plan's IPS. Sponsor shall have the final decision-making authority regarding the selection, retention, removal, and addition of any investment options.
- Recommend for selection by the Sponsor, specific investments to be held by the Plan or, in the case of a participant-directed defined contribution plan, offered as investment options under the Plan consistent with the Plan's IPS or other relevant guidelines, as applicable. We will recommend, for selection by the Sponsor, investment replacements if an existing investment is no longer suitable, and will assist in the transition to the replacement investment if requested by the Sponsor.
- Offer to meet with participants during scheduled meetings on a periodic basis. Based on the information provided by a participant concerning his or her retirement investments, time horizon, risk tolerance and investment goals, we will provide investment advice in the form of a recommendation to invest in a particular option under the Plan.
- Assist the Sponsor in monitoring investment options by reviewing investment reports, if available, that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain or remove and replace investment options. We will meet with Sponsor on a periodic basis to discuss the reports and the investment recommendations.

In the event the Firm serves as a 3(21) fiduciary as defined under ERISA Section 3(21)(A)(ii), we will act in a manner consistent with the requirements of a fiduciary under ERISA if, based upon the facts and circumstances, such services cause the Firm to be a fiduciary as a matter of law. However, in providing 3(21) fiduciary consulting services, the Firm has no responsibility and does not (i) exercise any discretionary authority or discretionary control respecting management of the client's retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of the client's retirement plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of the client's retirement plan or the interpretation of the client's retirement plan documents. Clients who elect to implement any recommendations made by the Firm are solely responsible for implementing all transactions.

In the event we serve as a 3(38) investment manager as defined under ERISA Section 3(38), we will act in a manner consistent with the requirements of a fiduciary under ERISA if, based upon the facts and circumstances, such services cause the Firm to be a fiduciary as a matter of law.

Non-fiduciary services include:

- Assist in the education of the participants in the Plan about general investment principles and the investment alternatives available under the Plan. Such education services may include providing Plan participants with information about the Plan, such as the overall benefits of Plan participation, the impact of preretirement withdrawals on retirement income, investment objectives and philosophies, and risk/return characteristics, as well as, general financial and investment information such as diversification and dollar cost averaging, educational

information about asset allocation models for hypothetical investors, and interactive investment materials to assist Plan participants in assessing their future retirement income needs.

- Assist with the annual plan design to determine if there are efficiencies that can be gained by plan design changes.
- Assist Client with group enrollment meetings designed to increase Plan participation among employees and investment and financial understanding by the employees. These meetings do not include recommendations with respect to any specific investment alternatives or options available to participants.
- Assist the Plan Fiduciary in the preparation, distribution, and evaluation of the request-for-proposal (RFPs), coordinate the finalist interviews, negotiate proposals, and facilitate the change of vendor (if changing vendors).
- Arrange for the Plan's other third-party service providers to offer these services, as agreed upon between Adviser and Client. In such cases, Adviser acts only in accordance with instructions from the Client and shall not exercise any independent judgment or discretion.

Customization of Our Advisory Services

To the fullest extent possible, we will endeavor to tailor our advisory services to meet your specific needs. In order to determine a suitable course of action, we will perform a review of your financial circumstances and the review may include, but would not necessarily be limited to, investment objectives, consideration of your overall financial condition, income and tax status, personal and business assets, risk profile, and other factors unique to your particular situation.

You are free to impose reasonable restrictions or other conditions with regard to how we provide our advisory services. If we agree to such restrictions and/or conditions, be advised that your restrictions and guidelines may affect the composition and performance of your portfolio.

General Information

We do not provide legal or accounting services. With your consent, we may work with your other advisors (i.e., attorneys, accountants, etc.) to assist with coordination and implementation of accepted strategies. You should be aware that these other advisors will likely bill you separately for their services and these fees will be in addition to those of our firm.

Our firm will use its best judgment and good faith effort in rendering its services. C & J Wealth Advisors cannot warrant or guarantee the achievement of a planning goal or any particular level of account performance or that your account will be profitable over time. Past performance is not necessarily indicative of future results.

Clients should be aware of certain conflicts of interest that exist when we provide advice regarding qualified retirement plans. Our firm and our financial professional staff may recommend that the client withdraw the assets from their employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that C&J Wealth Advisors (or another adviser) will manage. If the plan participant elects to roll the assets to an IRA managed by our firm, the client will be charged an asset-based fee. This practice presents a conflict of interest because our firm and our financial professionals have a financial incentive to recommend the rollover to the client based on the potential revenues rather than solely on the client's needs. Consequently, clients are never obligated to roll over their

qualified retirement plan assets, nor are they obligated to transfer the assets to our firm. Your financial professional should perform an analysis of the benefits of the rollover as well as what you will lose or the additional costs of a rollover. Ask your financial professional to go over this analysis with you before you make your final decision.

Except as may otherwise be provided by law, our firm will not be liable to the client, heirs, or assignees for any loss that an account may suffer by reason of an investment decision made or other action taken or omitted in good faith by our firm with the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; any loss arising from our adherence to your direction or that of your legal agent; any act or failure to act by a service provider maintaining an account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, therefore, nothing contained in this document or client agreement shall constitute a waiver of any rights that a client may have under federal and state securities laws.

Item 5 - Fees and Compensation

Types of Fee Arrangements

Financial Planning Services Fees

Our financial planning services fees take into consideration factors such as the estimated amount of time dedicated to the engagement, as well as the complexity of your project and your financial profile. The following table describes our fees under our four financial planning scenarios:

Financial Planning Services – Fee Table

Service	Fee Type	Fee Amount/Range
Comprehensive Financial Plan	One-time fixed/flat fee	Varies by client; \$2,500 minimum fee
Segmented Financial Plan	One-time fixed/flat fee	Varies by client; \$750 minimum fee
Ongoing Financial Plan	Annual fixed/flat fee	Varies by client; fee generally does not exceed \$7,500
Individual Consultations	Hourly	\$225 per hour, assessed in fifteen-minute increments
	One-time fixed/flat fee	\$225 - \$500

Individual Consultation Services Fees

We provide advisory or consulting services involving non-securities matters under either a fixed or hourly fee basis. Our non-annual fixed fee ranges from \$2,500 - \$10,000, and our hourly fee rate ranges from \$225 to \$500 per hour.

Asset-Based Fees

Under our investment supervisory services program, you will be assessed a tiered, annualized asset-based fee that will be calculated based on the account value at the end of the previous reporting period. The initial asset-based fee will not exceed 1.2% of your assets under our management and will be fully disclosed within your client profile and advisory agreement. Fees will be billed quarterly, in advance.

For the benefit of discounting your asset-based fee, we may aggregate investment supervisory services accounts for the same individual or two or more accounts within the same family, or accounts where a family member has power of attorney over another family member's or incompetent person's account.

Should investment objectives be substantially different for any two or more household accounts, requiring different investment approaches or operational requirements, we reserve the right to apply our fee schedule separately to each account.

For all noted forms of engagement, the services that are to be provided to you and the fee range will be detailed specifically in your engagement agreement. Our fees are negotiable solely at the discretion of a firm principal. We believe our fees are reasonable in light of the experience of the assigned investment advisor representative and the services to be rendered.

Payment of Fees

Hourly and Fixed Fees

You will be directly invoiced for financial planning and individual consultation services by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be stated in your engagement agreement with our firm.

Asset-Based Fees

An annualized asset-based fee will be billed quarterly, in advance. Fee payments will generally be assessed within fifteen days of the first month for each quarterly billing period. A new account's first billing cycle may occur once the agreement is executed and accounts are funded. For partial periods under our management, your account will be charged the next billing cycle, as fees are prorated. Should clients, at any time, not have enough cash available to pay the advisory fee in their account, C & J WEALTH ADVISORS reserves the right to liquidate assets to cover the fee.

Certain clients may be grandfathered in with fees that are different than as outlined in this section. The specific annual fee schedule is identified in the contract between our firm and each client.

Accounts will be valued in accordance with the values disclosed on the statement the client receives from the custodian for the purpose of verifying the computation of the advisory fee. In the absence of a market value, we may seek an independent third-party opinion or through a good faith determination by a qualified associate of our firm.

When you make withdrawals, the value of your account fluctuates. Our firm does not adjust our quarterly fee unless there is a material withdrawal in the quarter of more than ten percent (10%) of the entire house-held accounts. If there are less than ten (10) days left in the quarter, C & J WEALTH ADVISORS will not adjust the fees for any withdrawals to the account and the fee will be recalculated for the next quarterly billing cycle as is our normal method. Our firm does not make adjustments for deposits into client accounts.

The firm primarily utilizes your qualified custodian's reported pricing for valuation purposes. In the unlikely event that C & J WEALTH ADVISORS is unable to obtain pricing through the qualified custodian, our firm will employ a fair valuation technique that we believe is suitable for obtaining the most accurate pricing. Fair value pricing is an "at best efforts" attempt to obtain a price and may not always be the best price available.

You will be required to authorize our firm in writing to direct the selected custodian or broker/dealer ("service provider") to deduct our advisory fees from your account, and all fees will be clearly noted on your statements. The authorization to withdraw our advisory fees will remain valid until our firm receives written revocation of such authorization from you. In connection with this fee deduction process, your service provider will send you a statement, at least quarterly, indicating all amounts disbursed from your account, and the amount of advisory fees paid directly to our firm. Please note that you share in the responsibility to verify the accuracy of fee calculations; the custodian may not verify the accuracy for you.

Retirement Plan Consulting Fees

Our annual investment advisory fee for nondiscretionary investment advisory services does not exceed 50 basis points (0.5%) of the total Plan assets placed under our advisement. The exact advisory fee will be specified in the advisory agreement. Fees are negotiable. Fees are deducted from the Plan assets on a quarterly basis, in arrears, based upon the agreed annual percentage rate. Fees may also be invoiced directly to the Sponsor if elected by the client.

As fees are typically paid in arrears, there is normally not a circumstance for a refund due to services rendered. Should a situation occur where a refund is warranted, either due to an error or because the billing occurs in advance of the services, refunds will be processed in the most timely and prudent manner available given the circumstances under which a refund is warranted. Refunds will be pro-rated based on services provided by the Firm.

Additional Client Fees

Any transactional or custodial fees assessed by selected service providers, individual retirement account fees or qualified retirement plan account termination fees will be borne by you and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to our firm for our services are separate from any internal fees or charges you may pay for mutual funds, exchange-traded funds (ETFs), exchange-traded notes (ETNs) or other investments of this type.

Further information about our fees in relationship to our operational practices is noted in Items 12 and 14 of this document.

Fixed Index Annuities Aka Equity Index Annuities and Insurance Products:

As licensed insurance agents, financial professionals of our firm receive a separate, yet customary commission for the purchase of a Fixed Index Annuities or other insurance products by the respective client. Should the client choose to have insurance products placed in client's account, annuities and insurance products are not billed advisory fees when a commission was paid by the client for the product. Annuities where the client has not paid a commission will be part of the billable assets under management.

Fixed Annuity Insurance products have varying market values. Our firm will value fixed annuity insurance products at the "Accumulation Value" of the asset. The Accumulation Value or "Account Value" is calculated as the sum or total of the initial investment, plus interest earned to date. It is the total amount an investment currently holds, including the capital invested and the interest it has earned to date. The accumulation value is reduced by any rider fees if any, and withdrawals that are taken from your annuity.

There are other types of valuations for your fixed annuity. A few examples are:

1. Cash Surrender Value – This is what your annuity is worth if you decide to cancel your contract before the surrender period. The Cash Surrender Value formula is equal to the Accumulation Value, less any surrender charges and any applicable premium taxes, but will never be less than the Guaranteed Minimum Value.
2. Guaranteed Minimum Value – This value represents the minimum amount your money is worth guaranteed at any given time.
3. Income Benefit Value – If you add an income rider to a fixed annuity, fixed indexed annuity or variable annuity, an additional value is placed into the annuity contract. This represents an Income Benefit Value. In most cases the income value is not a real value, and you cannot walk away with the income value.

For retirement accounts, the amount of compensation and other consideration reasonably anticipated to be paid, directly or indirectly, to us, in connection with the recommendation(s) is not in excess of reasonable compensation within the meaning of § 4975(d)(2) of the Code and ERISA Section 408(b)(2).

External Compensation for the Sale of Securities to Clients

Our firm and its associates are engaged for fee-only services, and we attempt to recommend “no load” investments whenever appropriate. We do not charge or receive a commission or mark-up on your securities transactions, nor will the firm and our associates be paid a commission on your purchase of a securities investment that we recommend.

We do not receive “trailer” or SEC Rule 12b-1 fees from an investment company offering that we may recommend. Fees charged by issuers are detailed in prospectuses or product descriptions and you are encouraged to read these documents before investing. Our firm and its associates receive none of these described or similar fees or charges.

Insurance Agency Affiliations

Certain advisory persons are also licensed as independent insurance professionals. As an independent insurance professional, an advisory person may earn commission-based compensation for selling insurance products, including insurance products they sell to clients. Insurance commissions earned by an advisory person serving the client as an insurance agent are separate and in addition to C & J Wealth Advisors fees. This practice presents a conflict of interest because a person providing investment advice on behalf of our firm who is also an insurance agent has an incentive to recommend insurance products to clients for the purpose of generating commissions rather than solely based on client needs. However, clients are under no obligation, contractually or otherwise, to purchase insurance products through an advisory person of C & J Wealth Advisors.

You will always have the option to purchase recommended investments through your selected service provider.

Prepayment of Fees

We may require an initial deposit for financial planning and individual consultation engagements in the amount of one-half of the estimated fee range, which will be defined in your engagement agreement.

As noted earlier, we will withdraw our investment supervisory services fees in advance on a quarterly basis.

Fee Changes

Our firm will send out (generally electronically) a thirty-day (30) day notice to clients prior to any fee schedule changes.

Termination of Services

Either you or we may terminate the agreement at any time, in writing. Should the Client verbally notify the Firm of the termination, termination will be considered when the client has de-linked the account or the assets have been removed from the account.

If you are a new client, you may terminate an agreement with our firm within five business days after the signing of our engagement agreement without penalty or charge. Should you terminate an engagement after this date, you may be invoiced for any time charges incurred by our firm in the preparation of your financial plan or other services rendered. . In the case of any prepaid fees, the Firm will promptly return any unearned amount upon the de-linking of the account or the removal of all assets in the account.

For investment supervisory services accounts, we will calculate a prorated refund of any fees not yet earned by us after the effective termination date of the engagement agreement. The prorated refund will equal the total number of calendar days remaining in the billing period after the effective date of termination to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that billing period. The result of the calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible. For accounts in which investment supervisory services are provided, the Firm will not be responsible for future allocations, transactional services or investment advice upon receipt of a termination notice, and C & J Wealth Advisors shall inform the Custodian of Record that the Account relationship between C & J Wealth Advisors and the client has been terminated.

Other Fee Considerations.

1. Our fees are negotiable and are solely at the discretion of a firm principal.
2. As the client, you must authorize, in writing (generally through our client agreement(s)) the Custodian of Record to charge your account(s) for the amount of C & J Wealth Advisors' fee(s) (based on the terms contained in your client agreement with our firm) and to remit such fee(s) to our firm. You may revoke direct debiting of your fee in writing at any time.
3. C & J Wealth Advisors will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of any client.

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

Our fees will not be based upon a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as performance-based fees. Performance-based compensation creates an incentive for a firm to recommend an investment that may carry a higher degree of risk to a client.

Our firm does not use a performance-based fee structure because of the conflict of interest this type of fee structure may pose.

Our fees will not be based on side-by-side management, which refers to a firm simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not; this type of arrangement, and the conflict of interest it may pose, does not conform to our firm's practices.

Item 7 - Types of Clients

We provide our services to individual investors, trusts, estates, foundations and charitable organizations, and retirement plan sponsors to assist them in meeting their objectives in what we believe to be a cost-effective way. Our ability to provide our services depends on access to important information. Accordingly, you are expected to provide us with an adequate level of information and supporting documentation throughout the term of the engagement, including but not limited to source of funds, income levels, your or your legal agent's authority to act on behalf of the account, among other information. This helps us determine the appropriateness of our financial planning or investment strategy for you and your account.

It is very important that you keep us informed of significant changes that may call for an update to your financial and investment plans. Events such as job changes, early retirement, marriage or divorce, or the purchase or sale of a home or business can have a large impact on your circumstances and needs. We need to be aware of such events, so we can make the adjustments needed to your plan or advice in order to keep you on track toward your goals.

Our firm requires a minimum level of assets of \$25,000 for its investment supervisory services. We reserve the right to waive or reduce certain fees based on unique individual circumstances, special arrangements, pre-existing relationships, or as otherwise determined by our firm principal. We also reserve the right to decline services to any prospective client for any non-discriminatory reason.

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

Methods of Analysis and Investment Strategies

Method of Analysis

If we are engaged to provide investment advice, we will first gather and consider information regarding several factors, including your:

- current financial situation
- current and long-term needs
- investment goals and objectives
- level of investment knowledge
- social concerns
- tolerance for risk

We typically employ a fundamental analysis to develop our investment strategies. Fundamental analysis involves the attempt to identify the intrinsic value (i.e., the actual, true or real value) of an investment instrument by examining any related economic, financial, and other quantitative or qualitative factor relevant to that instrument.

Fundamental analysis can take into account anything that may impact the underlying value of the instrument. Examples of such things may include large-scale economic issues such as the overall condition or current cycle of the economy, industry-specific or sector-specific conditions, etc. Other company or issuer-specific factors may also be taken into consideration such as the company's/issuer's current financial condition, management experience and capabilities, legal or regulatory matters, the overall type and volume of current and expected business, etc.

One of the goals of fundamental analysis is to attempt to derive a 10% that can be compared to the current market price for a particular financial instrument in hopes of determining whether the instrument is overpriced (time to sell) or underpriced (time to buy).

In addition to our own research, the firm's recommendations may also be drawn from research sources that include financial publications, investment analysis and reporting software, materials from outside sources, annual reports, prospectuses and other regulatory filings, and company press releases.

We make asset allocation and investment policy decisions based on these and other factors. We will discuss with you how, in our best judgment, to meet your objectives while at the same time seeking a prudent level of risk exposure.

Investment Strategies

We believe diversification is a sound investment practice that seeks to lower portfolio risk by combining asset classes that are less than perfectly correlated. Our goal through diversification is to achieve higher long-term risk-adjusted investment returns. There are four principal avenues through which we diversify client assets: asset class, size, geographic, and managerial. Investment style is the only area where we do not seek diversification since all client accounts are uniformly managed.

Asset classes that may be used in managing your account include stocks, bonds, real estate, and cash equivalents. Within stocks, we will diversify across market capitalization by investing in a combination of large-cap, mid-cap, and small-cap companies. Geographic diversification will be managed through owning international equities (both in developed and emerging markets) and international bonds (both in developed and emerging markets). Finally, we will seek to diversify portfolios using multiple managers, matching each manager to their area of expertise.

The number of managers selected will vary across accounts, depending upon account size and overall client objectives. No direct allocations will be made to currencies, futures, or options, unless specifically mandated by the client.

Potential Risks Involving Our Strategy and Method of Analysis

Investment Strategy Risks

We believe our strategies and investment recommendations are designed to produce the appropriate return for a given level of risk; however, we cannot guarantee that an investment objective or planning goal will be achieved. As an investor, you must be able to bear the risk of loss that is associated with your account, which may include the loss of some of or your entire principal. In general, risks may include those associated with markets, interest rates, management, among others.

Active Management Strategies – A portfolio that employs active management strategies may, at times, outperform or underperform various benchmarks or other strategies. In an effort to meet or surpass these benchmarks, active portfolio management may require more frequent trading or “turnover.” This may result in shorter holding periods, higher transactional costs and/or taxable events that could be borne by the client, thereby potentially reducing or negating certain benefits of active management.

Company Risk – When investing in securities, there is always a certain level of company or industry-specific risk that is inherent in each company or issuer. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry.

Firm Research – When the firm’s research and analyses are based on commercially available software, rating services, general market and financial information, or due diligence reviews, the firm is relying on the accuracy and validity of the information or capabilities provided by selected vendors, rating services, market data, and the issuers themselves. The firm makes every effort to determine the accuracy of the information received but it cannot predict the outcome of events or actions taken or not taken, or the validity of all information it has researched or provided, which may or may not affect the advice on or investment management of an account.

Fundamental Analysis – The risk involved in employing fundamental analysis is that information obtained may be incorrect; the analysis may not provide an accurate estimate of earnings, which may be the basis for a security’s value. If a security’s price adjusts rapidly to new information, a fundamental analysis may result in unfavorable performance.

Management Risk – An investment with a firm varies with the success and failure of its investment strategies, research, analysis and determination of its portfolio. If an investment strategy were not to produce expected returns, the value of the investment would decrease.

Market Risk – When the stock market as a whole or an industry as a whole, falls it can cause the prices of individual stocks to fall indiscriminately. This is also called systemic risk.

Socially Conscious Investing – If you require your portfolio to be invested according to socially conscious principles, you should note that returns on investments of this type may be limited and because of this limitation you may not be able to be as well diversified among various asset classes. The number of publicly traded companies that meet socially conscious investment parameters may also be limited and, due to this limitation, there is a probability of similarity or overlap of holdings, especially among socially conscious mutual funds or ETFs. Therefore, there could be a more pronounced positive or negative impact on a socially conscious portfolio, which could be more volatile than a fully diversified portfolio.

Security-Specific Material Risks

Equity (Stock) Market Risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases or decreases in value as market confidence in and perceptions of their issuers change. If an investor held common stock, or common stock equivalents, of any given issuer, they would generally be exposed to greater risk than if they held preferred stock and/or debt obligations of the issuer.

ETF/ETN and Mutual Fund Risk – ETFs/ETNs or mutual funds may carry additional expenses based on their pro-rated share of the ETF or mutual fund operating expenses and certain brokerage fees, which may include the potential duplication of certain fees. The risk of owning an ETF/ETN or mutual fund also generally reflects the risks of the underlying securities.

Fixed Income Risks

Various forms of fixed income, such as bonds, money market funds, certificates of deposit, may be affected by various forms of risk, including:

- *Interest Rate Risk* - The risk that the value of the fixed income holding will decrease because of an increase in interest rates.
- *Liquidity Risk* - The inability to readily buy or sell an investment for a price close to the true underlying value of the asset due to a lack of buyers or sellers. While certain types of fixed income are generally liquid (i.e., bonds), there are risks which may occur such as when an issue trading on any given period does not readily support buys and sells at an efficient price. Conversely, when trading volume is high, there is also a risk of not being able to purchase a particular issue at the desired price.
- *Credit Risk* - The potential risk that an issuer would be unable to pay scheduled interest or repay principal at maturity, sometimes referred to as “default risk.” Credit risk may also occur when an issuer’s ability to make payments of principal and interest when due is interrupted. This may result in a negative impact on all forms of debt instruments, as well as funds or ETF share values that hold these issues. Bondholders are creditors of an issuer and have priority to assets before equity holders (i.e., stockholders) when receiving a payout from liquidation or restructuring. When defaults occur due to bankruptcy, the type of bond held will determine seniority of payment.
- *Reinvestment Risk* – With declining interest rates, investors may have to reinvest interest income or principal at a lower rate.
- *Duration Risk* - Duration is a measure of a bond’s volatility, expressed in years to be repaid by its internal cash flow (interest payments). Bonds with higher durations carry more risk and have higher price volatility than bonds with lower durations.

Index Investing – ETFs/ETNs and indexed funds have the potential to be affected by “tracking error risk,” as earlier described. Therefore, we may choose to reduce the weighting of a holding or use a “replicate index” position to minimize the effects of the tracking error in relation to the overall portfolio.

QDI Ratios – While many ETFs/ETNs and index mutual funds are known for their potential tax-efficiency and higher “qualified dividend income” (QDI) percentages, there are asset classes within these investment vehicles or holding periods within that may not benefit. Shorter holding periods, as well as commodities and currencies (that may be part of an ETF/ETN or mutual fund portfolio), may be considered “non-qualified” under certain tax code provisions. We consider a holding’s QDI when tax-efficiency is an important aspect of the client’s portfolio.

REITs – Risks involved with real estate investment trust (REIT) investing may include:

- following the sale or distribution of assets an investor may receive less than their principal invested
- a lack of a public market in certain issues
- limited liquidity and transferability
- a fluctuation of value of the assets within the REIT
- reliance on the investment manager to select and manage assets
- changes in interest rates, laws, operating expenses, and insurance costs
- tenant turnover
- current market conditions

Item 9 - Disciplinary Information

Neither C & J Wealth Advisors nor any member of our firm's management has been involved in a material criminal or civil action, administrative enforcement, or self-regulatory organization proceeding that would reflect upon our firm's advisory business or the integrity of our firm.

Item 10 - Other Financial Industry Activities and Affiliations

Our policies require our firm and its associates to conduct business activities in a manner that avoids or mitigates conflicts of interest between the firm, its employees, and its clients, or that may be contrary to law. We will provide disclosure to each client prior to and throughout the term of an engagement regarding any conflicts of interest that might reasonably compromise our impartiality or independence.

Neither the firm, management, nor its associates are registered or have an application pending to register as a Financial Industry Regulatory Authority (FINRA) or National Futures Association (NFA) member firm, or as an associated person of the foregoing entities, nor are we required to be so registered. In addition, neither the firm nor its management is or has a material relationship with any of the following types of entities:

- another investment advisor, including financial planning firms, municipal advisors or third-party investment managers
- financial institution, such as a bank, credit union or thrift, or their separately identifiable departments or divisions
- lawyer or law firm
- pension consultant
- real estate broker or dealer
- sponsor or syndicator of limited partnerships
- trust company
- issuer of a security, to include an 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)

Upon your request, you may be provided a referral to various professionals, such as an attorney. While these referrals are based on our best information, we do not guarantee the quality or adequacy of the work provided by these referred professionals. We do not have an agreement with or receive fees from

these professionals for these informal referrals. Any fees charged by these other entities for their services are completely separate from fees charged by our firm.

Certain associates of the firm and its members (shareholders) are also owners of and certified public accountants with the accounting firm of Coulter and Justus, P.C. These individuals are entitled to indirect referral fee payments when they refer clients to our advisor. Clients requiring accounting services may be referred to Coulter and Justus, P.C. but will be under no obligation to utilize these services.

Insurance Agency Affiliations

Certain advisory persons are also licensed as independent insurance professionals. As an independent insurance professional, an advisory person may earn commission-based compensation for selling insurance products, including insurance products they sell to advisory clients. Insurance commissions earned by an advisory person are separate and in addition to C&J Wealth Advisors' advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to clients for the purpose of generating commissions rather than solely based on client needs. However, clients are under no obligation, contractually or otherwise, to purchase insurance products through an advisory person of C&J Wealth Advisors.

Information about your IAR's financial industry activities and affiliations is disclosed in the IAR's Supplement which you will receive with this brochure. Additional information about your IAR is also available at www.adviserinfo.sec.gov.

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

C & J Wealth Advisors believes that its business methodologies, ethics rules, and adopted policies are appropriate to eliminate or at least minimize potential material conflicts of interest and to appropriately manage any material conflicts of interest that may remain. Clients should be aware that no set of rules can possibly anticipate or relieve all potential material conflicts of interest. Our firm will disclose to advisory clients any material conflict of interest relating to the firm, its representatives, or any of its employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

ERISA Accounts

When C&J Wealth Advisors provides investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. Our firm wants you to know that the way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice).
- Never put our financial interests ahead of yours when making recommendations (give loyal advice).

- Avoid misleading statements about conflicts of interest, fees, and investments.
- Follow policies and procedures designed to ensure that we give advice that is in your best interest.
- Charge no more than is reasonable for our services.
- Finally, we must give you basic information about conflicts of interest.

Code of Ethics

We have also adopted a Code of Ethics that establishes policies for ethical conduct for all our personnel. Our firm accepts the obligation not only to comply with all applicable laws and regulations but also to act in an ethical and professionally responsible manner in all professional services and activities. Our policies include prohibitions against insider trading, circulation of industry rumors, and certain political contributions, among others.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to annually attest to their understanding of and adherence to the Code of Ethics. Our firm will provide a copy of its Code of Ethics to any client or prospective client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither our firm, its associates or any related person is authorized to recommend to a client, or effect a transaction for a client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, advisor to the issuer, etc.

Our employees are prohibited from borrowing from or lending to a client unless the client is an approved financial institution.

C & J Wealth Advisors recognizes that should it act as the advisor to the sponsor of an ERISA-qualified retirement plan (i.e., 401(k) or pension plan), and one of the firm's representatives serves in an advisory capacity to one or more of the plan's participants, a potential or implied conflict of interest may occur. Our firm will not effect principal transactions in any ERISA qualified account.

Our firm is able to provide a broad range of services to you and all of our clients, including financial planning, individual consultation, investment supervisory services, among others. C & J Wealth Advisors can be paid a fee for all of these services. Due to our firm's ability to offer two or more of these services and possibly receive a fee for each engagement, a potential conflict of interest may exist. Therefore, we note that you are under no obligation to act on our recommendations and, if you elect to do so, you are under no obligation to complete all of them through our firm or recommended service providers.

Firm/Personnel Purchases of Same Securities Recommended to Clients and Conflicts of Interest

Our firm and its "related persons" may buy or sell securities similar to, or different from, those we recommend to clients for their accounts. A recommendation made to one client may be different in nature or in timing from a recommendation made to a different client. Clients often have different objectives and risk tolerances. At no time will our firm or any related party receive preferential treatment over our clients.

In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associates' transactions in specific reportable securities

transactions. Any exceptions or trading pre-clearance must be approved by the firm principal in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

Prohibited Trading Activities

Our firm prohibits transactions on a principal or agency cross basis. In addition, should we allow a riskless principal transaction, no employee of our firm or their immediate family may be on either side of the transaction.

Item 12 - Brokerage Practices

Factors Used to Select Broker/Dealers for Client Transactions

C & J Wealth Advisors does not maintain custody of any client assets. Your assets must be maintained in an account at a “qualified custodian,” generally a broker/dealer or bank (“service provider”). We may recommend you continue to hold assets at the service provider with whom your assets are currently maintained. Should you prefer a new service provider, our recommendation of another service provider will be based on your needs, overall cost, and ease of use.

When we are engaged to provide our investment supervisory services, the custodian we prefer to use is the institutional services division of TD Ameritrade, Inc. Member FINRA/SIPC and Schwab Advisor Services.¹ TD Ameritrade and Schwab Advisor Services will hold your assets in a brokerage account and buy and sell securities when we instruct them. C & J Wealth Advisors and TD Ameritrade and Schwab Advisor Services are not affiliated entities.

While we recommend that you use TD Ameritrade and Schwab Advisor Services as custodian of record, you will decide whether to do so and will open your account with TD Ameritrade and Schwab Advisor Services by entering into an account agreement directly with them. We do not open the account for you, although we will assist you in doing so. If you do not wish to place your assets with TD Ameritrade and Schwab Advisor Services, then we potentially may not be able to manage your account under our investment supervisory services engagement. If we are able to open your account at another custodian that we will supervise on your behalf, we may assess our current hourly rate for manually entering the secondary custodian’s account data into our performance reporting tools.

TD Ameritrade and Schwab Advisor Services offer independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Our firm receives certain benefits from TD Ameritrade and Schwab Advisor Services through participation in one or more of their support programs (please see Item 14 for further information).

We periodically conduct an assessment of any service provider we recommend, including TD Ameritrade and Schwab Advisor Services, which includes a review of their range of services, reasonableness of fees, among other items, and in comparison, to their industry peers.

¹ C&J Wealth Advisors is not, nor required to be, a Securities Investor Protection Corporation (SIPC) member. You may learn more about SIPC and how it serves member firms and the investing public by going to their website at <http://www.sipc.org>.

Best Execution

Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed in the earlier paragraph. We recognize our obligation in seeking “best execution” for our clients, however, it is our belief that the determinative factor is not always the lowest possible cost but whether the selected service provider's transactions represent the best “qualitative” execution while taking into consideration the full range of services provided. We will therefore seek services involving competitive rates, but it may not necessarily correlate into the lowest possible rate for each transaction. We have determined that having TD Ameritrade and Schwab Advisor Services execute most trades is consistent with our duty to seek “best execution” of your trades.

We periodically review policies regarding our recommending service providers to our clients in light of our duty to seek “best execution.”

Directed Brokerage

Our internal policy and operational relationship with our preferred custodian require client accounts custodied with them to have trades executed per their order routing requirements. We do not direct which executing broker should be selected for client account trades; whether that is an affiliate of our preferred custodian or another executing broker of our custodian’s choice. As a result, you may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices on transactions than might otherwise be the case. In addition, since we routinely recommend a custodian for our advisory clients, and that custodian may choose to use the execution services of its broker affiliate for some or all of our client account transactions, there is an inherent conflict of interest involving our recommendation since our advisory firm receives various products or services described in this section from that custodian. Note that we are not compensated for trade routing/order flow, nor are we paid commissions on such trades; we do not receive interest on our client accounts’ cash balances.

As our client, you may direct our firm (in writing) to use another particular broker/dealer to execute some or all transactions for your account. In these circumstances, you will be responsible for negotiating, in advance, the terms and/or arrangements for your account with your selected broker/dealer. We will not be obligated to seek better execution services or prices from these other broker/dealers, or be able to aggregate your transactions, should we choose to do so, for execution through other custodians with orders for other accounts managed by our firm. As a result, you may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices, on transactions for your account than would otherwise be the case. Pursuant to our obligation of best execution, we may decline a request to direct brokerage if we believe any directed brokerage arrangement would result in additional operational difficulties or risk to our firm.

Aggregating Securities Transactions for Client Accounts

At our sole discretion, and when in our Portfolio Manager’s best judgement, we will aggregate your transaction with other clients’ transactions. C & J Wealth Advisors seeks to lower the overall transaction cost. Not all transactions will be aggregated. A few examples of transactions that would not be aggregated would be non-discretionary, where the client has not approved the transaction in time of the trade, directed brokerage, client restrictions, certain types of pension accounts and where the Portfolio Manager deems not to aggregate transactions. When C & J Wealth Advisors does not

aggregate client transactions, you may potentially pay more for your transaction than those accounts where trades have been aggregated.

If the firm decides to purchase or sell the same securities for several clients at approximately the same time, the firm may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the firm’s clients, differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day.

Commission prices may vary due to account size and/or confirmation receipt method. To the extent that the firm determines to aggregate client orders for the purchase or sale of securities, including securities in which the firm or its principal(s) and/or associated person(s) may invest, the firm will generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* The firm will not receive any additional compensation or remuneration as a result of the aggregation.

We will review both trade aggregation procedures and allocation processes on a periodic basis to ensure they remain within stated policies and regulation. We will inform you, in advance, should our trade aggregation and allocation practices change at any point in the future.

Trade Errors

The firm generally corrects trade errors through a Trade Error Account maintained by the firm’s custodian, and the firm may be responsible for certain trade error losses in an account. Trading gains in accounts maintained at TD Ameritrade and Schwab Advisor Services are periodically swept out to a designated account and donated to a 501(c)(3) charity of their choice. TD Ameritrade and Schwab Advisor Services will be obligated to disclose in their own literature to account holders whether such recipients’ receipt of such donations presents a material conflict of interest.

Client Referrals from Custodians

We do not receive referrals from our preferred custodian; nor are client referrals a factor in our selection of a custodian.

Item 13 - Review of Accounts

Recommended Reviews

Financial Planning Services

You may contact our firm for additional reviews when there are material changes that occur in your financial situation (i.e., loss of a job, early retirement, receipt of a significant bonus, an inheritance, the birth of a new child, or other circumstances).

Periodic financial check-ups or reviews are recommended if you are receiving our financial planning services. We recommend that they occur on an annual basis whenever practical.

Reviews will be conducted by your assigned financial advisor and normally involve analysis and possible revision of your previous financial plan or investment allocation.

These reviews are generally under a new or amended agreement and will be assessed at our current hourly or fixed fee rate.

Investment Supervisory Services

Investment supervisory services accounts are reviewed on a quarterly or more frequent basis by the assigned financial advisor and/or supervisory personnel (such as our designated principal).

Additional reviews may be triggered by news or research related to a specific holding, a change in our view of the investment merits of a holding, or news related to the macroeconomic climate affecting a sector or holding within that sector.

Accounts may also be reviewed when an additional holding or an increase in a current position is under consideration.

Account cash levels above or below what we deem appropriate for the investment environment, given the client's stated tolerance for risk and investment objectives, may also trigger a review.

Reports and Frequency

If you have opened and maintained an investment account on your own or with our assistance, you will receive account statements sent directly from mutual fund companies, transfer agents, custodians or brokerage companies where your investments are held.

We may provide portfolio reports if we are engaged to provide periodic asset allocation or investment advice; however, we do not provide ongoing performance reporting under our financial planning services engagements.

For our investment supervisory services accounts, we may provide quarterly written performance reports, and annual realized gains/loss reports for taxable accounts. Some of our clients may receive additional reports depending on their specific requirements. All performance reports will be in prepared in accordance with the appropriate regulatory guidance. Clients are urged to carefully review and compare account statements that they have received directly from their service provider with any report received from our firm that contains performance information.

Item 14 - Client Referrals and Other Compensation

Economic Benefit from External Sources and Potential Conflicts of Interest

Our Preferred Custodian

We may receive an economic benefit from external sources in the form of the support products and services they make available to us and other independent investment advisors. As disclosed in Item 12, our firm participates in TD Ameritrade and Schwab Advisor Services' institutional customer program and we may recommend TD Ameritrade and Schwab Advisor Services to our clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give our clients, although our firm receives economic benefits through its participation in the program that are typically not available to TD Ameritrade and Schwab Advisor Services "retail investors."

These benefits include the following products and services (provided either 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 our clients
- access to block trading (which provides our ability to aggregate securities transactions for execution and then allocate the appropriate shares to our client's accounts)
- the ability to have advisory fees deducted directly from our client's accounts per our written agreement
- 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
- discounts on compliance, marketing, research, technology, and practice management products or services provided to our firm by third party vendors

TD Ameritrade and Schwab Advisor Services may have also paid for business consulting and professional services received by our firm. Some of the products and services made available by TD Ameritrade and Schwab Advisor Services through their program may benefit C & J Wealth Advisors but may not benefit client accounts. These products or services may assist us in managing and administering our client accounts, including accounts not maintained at TD Ameritrade and Schwab Advisor Services. Other services made available by TD Ameritrade and Schwab Advisor Services are intended to help our firm manage and further develop our business enterprise. The benefits received by our firm or its associates through participation in the program does not depend on the amount of brokerage transactions directed to TD Ameritrade and Schwab Advisor Services.

As part of our fiduciary duty, C & J Wealth Advisors endeavor at all times to put the interests of our clients first. Our clients should be aware, however, that the receipt of any economic benefit by our firm or its associates in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade and Schwab Advisor Services for custody and brokerage services.

Other Forms of External Compensation

C & J Wealth Advisors associates may sell insurance products in their separate capacities as independently licensed insurance agents and earn sales commissions for insurance sales. Our affiliate, CJIS, LLC receives all insurance-based compensation earned by its associates and administers the payments of those commissions to each associated person.

Our firm from time to time may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made.

Arrangements involving someone's receipt of both advisory and other compensation (such as insurance commissions) in connection with the advisory services we provide to you can be considered "double-dipping." That term may carry negative connotations but in the financial services industry, it is not only acceptable but is appropriate and within the permissible activities of those individuals and entities who are properly registered and licensed to engage in such activities.

You should be aware that some investment advisors do not receive other compensation for transactions they may effect on your behalf and as a result of dealing with other firms, you will not necessarily pay any less for the same services that you may receive from us, however, the individual that you may deal with or his/her sponsoring firm may not be eligible to receive compensation other than the investment advisory compensation that you would normally expect to pay an investment advisor for the same services.

The general industry standard for a client's overall annual fee for investment advisory services is a maximum of 3.0%. This means that most investment advisors will keep their service fees for investment advisory work below 3.0% (of the assets they have been engaged to manage) on an annual basis. That said, a client could easily pay in excess of 3.0% of the assets that their investment advisor has been engaged to manage in light of other fees such as brokerage fees/commissions, execution costs, custodial fees, etc.

We routinely monitor our fees to ensure that they are not only consistent with those found in the industry for similar services, but we also review our fees for the purpose of ensuring that our billing practices are consistent with the provisions set for in your advisory agreement with us.

Advisory Firm Payment for Client Referrals

Investment advisor representatives of our firm may hold individual membership or serve on boards or committees of professional industry associations. Generally, participation in any of these entities requires membership fees to be paid, adherence to ethical guidelines, as well as meeting experiential and educational requirements.

A benefit these entities may provide to the investing public is the availability of online search tools that allow interested parties (prospective clients) to search for participant firms or individual financial planners within a selected state or region. These passive websites may provide means for interested persons to contact a firm or planner via electronic mail, telephone number, or other contact information, in order to interview the participating firm or planner. Members of the public may also choose to telephone association staff to inquire about a firm or individual planner within their area and would receive the same or similar information. A portion of our membership fees may be used so that our name will be listed in some or all of these entities' websites (or other listings).

Prospective clients locating our firm or one of our associates via these methods are not actively marketed by the noted associations. Clients who find us in this way do not pay more for their services than clients referred to us in another fashion, such as by another client. We do not pay these entities for prospective client referrals, nor is there a fee-sharing arrangement reflective of a solicitor engagement.

Item 15 - Custody

All clients must hold assets at a qualified custodian of their choosing, as C&J Wealth Advisors does not hold client assets. Our firm does have certain authorities, which would constitute custody as interpreted by regulatory organizations. C&J Wealth Advisors outlines them as follows:

C&J Wealth Advisors is deemed to have custody when clients provide us written authorization to direct the qualified custodian to send funds from the client's account to a third party.

In addition, we previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that our firm directly debits advisory fees from client accounts. As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period. Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

You may receive periodic reports from our firm that may include investment performance information. You are urged to carefully review and compare your account statements that you have received directly from your service provider with any report you receive from our firm.

Item 16 - Investment Discretion

We provide our various forms of investment advisory services under either *discretionary* or *non-discretionary* account authority as determined by your written engagement agreement. Please note that we generally provide our investment supervisory services under a discretionary account agreement. Similar to a limited power of attorney, *discretionary authority* allows our firm to implement investment decisions, such as the purchase or sale of a security on behalf of your account, without requiring your authorization for each transaction in order to meet your stated account objectives.

Should you prefer your account to be managed in a *nondiscretionary* manner, your prior approval must be made for each transaction with regard to the investment and reinvestment of account assets or for the firm to give instructions to the Custodian of Record maintaining your account. The Custodian of Record will specifically limit the firm's authority in the account to the placement of trade orders and the deduction of advisory fees. In light of the requirement for your pre-approval, you must make yourself available and keep us updated on your contact information so that instructions can be efficiently effected on your behalf.

We will retain information about all client account directions, limitations and rescissions that are reviewed and approved by a supervisory principal with our firm.

Item 17 - Voting Client Securities

You may receive proxies or other similar solicitations directly from your custodian of record or transfer agent. Should we receive a duplicate copy, note that we do not generally forward these or any correspondence relating to the voting of your securities, class action litigation, or other corporate actions.

Our firm does not vote proxies on your behalf, to include those accounts that we serve on a discretionary basis. We do not offer guidance on how to vote proxies. You will maintain exclusive responsibility for directing the manner in which proxies solicited by issuers of securities that are beneficially owned by you shall be voted, as well as making all other elections relative to mergers, acquisitions, tender offers or other events pertaining to your holdings.

We will have no power, authority, responsibility, or obligation to take any action with regard to any claim or potential claim in any bankruptcy proceeding, class action securities litigation or other litigation or proceeding relating to securities held at any time in a client account, including, without limitation, to file proofs of claim or other documents related to such proceeding, or to investigate, initiate, supervise or monitor class action or other litigation involving client assets.

Item 18 - Financial Information

Our firm will not take physical custody of your assets, nor do we serve an account with the type of discretionary authority to have such control. We do not directly withdraw our fees from your account; fee withdrawal must be done through a qualified intermediary (e.g., custodian of record) and following your receipt of our written notice.

Our engagements do not require that we will collect fees from you of \$1,200 or more for our advisory services we will perform six months or more in advance.

Neither our firm nor its management serve as general partner for a partnership or trustee for a trust in which the firm's advisory clients are either partners of the partnership or beneficiaries of the trust.

The firm and its management do not have a financial condition likely to impair its ability to meet commitments to clients, nor has the firm and its management been the subject of a bankruptcy petition. Due to the nature of our firm's advisory services and operational practices, an audited balance sheet is not required nor included in this brochure.

Business Continuity Plan

Our firm maintains a business continuity plan that is integrated with the entirety of our organization to ensure we appropriately respond to events that pose a significant disruption to operations. A statement concerning our current plan is available by request under separate cover upon request.