

THE WEALTHGARDEN F.S. LLC

This brochure provides information about the WealthGarden f.s. LLC (“WealthGarden” “Advisor” or “Firm”) qualifications and business practices. If you have any questions about the contents of this brochure, please contact us at (310) 896-5661 or by email at jade@thewealthgardenfs.com. 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 WealthGarden is also available at the SEC’s website www.adviserinfo.sec.gov (select “investment adviser firm” and type in our firm name). Results will provide you both Part 1 and 2 of our Form ADV.

We are a registered investment advisory firm. Our registration does not imply any level of skill or training. The oral and written communications we provide to you, including this brochure, are for you to evaluate us. Please use this information as factors in your decision to hire us or to continue our business relationship.

ITEM 1 – COVER PAGE ADV PART 2 A

May 15, 2025

CRD #: 311927

1730 E. Holly Ave, Suite 838

EL SEGUNDO, CA 90245

jade@thewealthgardenfs.com

(310) 896-5661

ITEM 2 – MATERIAL CHANGES

Since our last annual update, our firm has the following material changes to disclose:

ITEM 4e: Assets under Management (AUM)

Increased AUM:

WealthGarden, as of December 31, 2024, had \$ 182,091,758 in discretionary reportable assets under management and \$222,468 in non-discretionary reportable assets under management for a total of \$ 182,314,226 assets under management.

ITEM 3—TABLE OF CONTENTS

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

ITEM 4—ADVISORY BUSINESS

4a: Firm Description

The WealthGarden f.s. LLC is a California limited liability company formed in the State of California in 2021 and has been in business as an investment adviser since 2021. The WealthGarden f.s. LLC became registered as an investment advisor with the Securities and Exchange Commission in 2024. T h e WealthGarden f.s. LLC is owned by Josephti S. Cruz; Jade Eagles; and Wendy Turk. Our main office is located in El Segundo, CA 90245.

4a1: Principal Members

- Josephti S. Cruz, Managing Member: Ms. Cruz may be contacted by email at josephti@thewealthgardenfs.com or by telephone at (310) 571-8489.
- Jade Eagles, Managing Member/Chief Compliance Officer: Mr. Eagles may be contacted by email at jade@thewealthgardenfs.com or by telephone at (310) 896-5661.
- Wendy Turk, Managing Member: Ms. Turk may be contacted by email at wendy@thewealthgardenfs.com or by telephone at (310) 906-0170.

4b: Types of Advisory Services

WealthGarden offers a variety of investment advisory services to our clients with discretionary and non-discretionary authority. WealthGarden's services include investment management, financial planning and consulting services. Prior to providing advisory services, clients are required to enter into a written agreement with WealthGarden.

Investment Management Services

We work with our clients to identify their investment goals and objectives as well as risk tolerance in order to create an initial portfolio allocation designed to complement their clients' financial goals and objectives. We may create a portfolio, consisting of, but not limited to no-load funds and/or load-waived funds, exchange traded funds, individual stocks or bonds.

Each portfolio will be initially designed to meet a particular investment goal which WealthGarden has determined to be suitable to our client's circumstances. Once the appropriate portfolio has been determined, we will review the portfolio and rebalance the account based upon our client's individual needs, stated goals and objectives. WealthGarden's strategy, generally, will be to seek to meet client investment objectives while providing clients with access to personal advisory services. WealthGarden may also provide advice about any type of legacy position or other investment held in client portfolios.

As a fiduciary, WealthGarden always acts solely in your best interests. Your portfolio is customized based on your investment objectives. You may make requests or make suggestions in writing regarding the investments made in your portfolio. Restrictions on trading which, in our opinion, are not in your best interest cannot be honored and if forced may result in the termination of our agreement.

In cases where we are not given discretion, we must receive permission from the client to make any trades on a non-discretionary basis. In non-discretionary accounts, you have the right to decide whether to act upon WealthGarden's recommendations. If you elect to act on any of the recommendations, you have the right to effect the transaction through a professional unaffiliated with WealthGarden.

Our firm utilizes the sub-advisory services of a third-party investment advisory firm or individual advisor to aid in the implementation of an investment portfolio designed by our firm. Before selecting a firm or individual, our firm will ensure that the chosen party is properly licensed or registered. Our firm will not offer advice on any specific securities or other investments in connection with this service. We will provide initial due diligence on third party money managers and ongoing reviews of their management of client accounts. In order to assist in the selection of a third-party money manager, our firm will gather client information pertaining to financial situation, investment objectives, and reasonable restrictions to be imposed upon the management of the account.

Our firm will periodically review third party money manager reports provided to the client at least annually. Our firm will contact clients from time to time in order to review their financial situation and objectives; communicate information to third party money managers as warranted; and, assist the client in understanding and evaluating the services provided by the third party money manager. Clients will be expected to notify our firm of any changes in their financial situation, investment objectives, or account restrictions that could affect their financial standing.

Financial Planning Services

WealthGarden offers a broad range of financial planning and consulting services for our clients. Planning services can be provided on a stand-alone basis, or in conjunction with our investment management services. Financial Planning services are generally complimentary for clients that have investment management services. The exception would be if financial planning is requested for complex situations beyond our normal scope listed below.

The services take into account information collected from the client such as financial status, investment objectives, tax status, and financial resources among other data. With respect to estate planning and tax planning, our role will be that of a coordinator between you and your designated professional(s).

Financial Planning includes, in all or part, but is not limited to, the preparation of a financial plan for an investment advisory client which may include reviews and recommendations on any or all of the following areas depending on the client's circumstances:

- **Investment Planning:** Determine with the client, based on their goals, time horizon and risk tolerance, how to structure a suitable portfolio (using mutual funds and ETF's) using principles of diversification, asset allocation, and sometimes asset location.
- **Investment Policy Statements:** Determining specific parameters within which a client's investments will be managed that can include the weighting of stocks to bonds to cash, the limitation on the use of any particular type of security, the methodology used for rebalancing and so on.
- **Portfolio review and evaluation:** Assessment of a client's existing portfolio to determine suitability of their current investments and in some cases, evaluating the differences between such and the methods WealthGarden utilizes to manage assets. Evaluation can include weighting of asset classes, types of securities used, concentrated positions, tax efficiency of investments, expense ratios and so forth.
- **Capital Needs Analysis (Goal Funding):** A method using time value of money calculations to determine how much a client would need to save, at a given level of return, every month or year in order to achieve a certain financial goal, such as paying for 4 years of college for their child.
- **Tax Management and Planning:** Forward-looking tax strategy that can help a client minimize their tax expenses and maximize what they have to invest. This can include planning for Roth Conversions, Strategic Charitable giving, Deferring income into tax advantaged retirement accounts, tax-loss harvesting – to name a few.
- **Trust and Estate Planning:** Helping a client understand how assets are distributed upon death and at times, working with their estate planning attorneys to achieve both their financial and estate planning goals. This also involves review of beneficiary designations and ensuring clients have the proper and updated documents drafted to ensure they are always in control of how assets will be distributed.
- **Trust and Estate Planning Coordination Services**
WealthGarden offers Estate Planning Services to our ongoing financial planning and investment management clients to assist with general information as it applies to reviews of existing plans, gathering information needed to provide outside firms in the creation of documents and the updating of existing documents. Depending upon client needs and desires for estate planning document review, preparation, or updates we will engage with Helios Integrated Planning a third-party scrivener service and estate planning attorneys. The fees associated with these services are separate and in addition to ongoing financial planning or advisory fees.

- **Retirement Planning:** Gathering data that relates to a client's assets, liabilities, expenses, goals and savings, and evaluating such to determine the most appropriate strategy to achieving the greatest probability of being able to retire in the lifestyle they desire and maintain such for the rest of their lives.
- **Social Security:** Helping a client decide when to file for social security is a critical part of the retirement planning process. Married clients are advised on how to make their selections based on their particular circumstances as a couple and can involve a complex analysis that depends on longevity, income needs, and whether the client/s intend to work in their retirement.
- **Employee Benefits:** If a client is an employee and has access to benefits, an analysis of available benefits can be done together with the client, offering advice on what benefits should be selected based upon the particular client's wishes, goals and family needs. This can include various types of insurance, Flexible Spending accounts, Employee Stock Purchase plans, Restricted Stock Awards, Options, and so on.
- **Education Planning:** Helping clients plan financially for the expenses involved in educating their children and the function of various tax advantaged ways of saving for such expenses such as with a 529 plan and annual gifting.
- **Budgeting and Cash Flow Planning:** Determining with the client what their net income and monthly/annual expenses are so as to determine where costs might be reduced to produce additional cash flow that can be allocated towards goals.
- **Debt Management:** Where a client has debts, gathering data on the nature and interest rates being paid on all liabilities, then completing a cash flow analysis to come up with the best strategy for tackling the paying down of debt in the most efficient way possible.
- **Business Planning:** If a client has or wishes to set up a small business, advice can be provided on entity selection, setting up of a retirement plan, employee benefits, and potentially a cross-purchase/buy-sell agreement.
- **Charitable Giving:** When a client wishes to be philanthropic, WealthGarden can assist the client in how to leverage their investments to maximize contributions and provide tax advantages simultaneously. This can include gifting of required minimum distributions (RMD's), setting up of Donor Advised Funds or gifting of highly appreciated shares, to name a few.
- **Insurance Analysis:** Gathering data on all current insurance policies that a client may have such as life, disability, and long term care policies and running an analysis to ensure that there is an adequate transfer of financial risk to the insurance company and a client still has the opportunity to meet their financial goals should something unforeseen occur such as a premature death or an disability.
- **Risk Management (Life and Disability Insurance):** WealthGarden does not sell insurance products but can offer advice on what types of insurance a client may need or be lacking and how much would be adequate to ensure their goals are still met in the event of a disability or premature death.
- **Disability Planning and Income Protection:** Using various planning tools, an analysis of any current income protection a client may have through work (or owned individually) is completed to determine whether there any "gaps" that might leave the client's family unable to meet financial goals and if so, providing advice with finding the appropriate coverage.

Financial planning services can vary and is customized depending on each client's complexity and circumstances. The financial planning services will be defined and agreed upon by both parties in advance. For example, a client's not using WealthGarden's investment management services may request a comprehensive financial plan, or certain components of our planning services.

The amount of time it could take to provide each of the financial planning services will depend on the client's unique circumstances and will vary from client to client. Our services are customized based on what a client may request. In addition, the amount of time it takes to provide these services is dependent on the quality and scope of the information that is provided by the client to the advisor.

Clients are encouraged to review their plans on a regular basis.

WealthGarden has a conflict of interest because it offers both financial planning and investment management services. When providing financial planning services, WealthGarden has an incentive to recommend itself for investment management services as WealthGarden receives additional compensation. WealthGarden mitigates this conflict of interest by disclosing this conflict to you and disclosing that clients always have the right to decide whether to act on any of the recommendations made by WealthGarden and if you elect to act on any of the recommendations, you have the right to effect the transactions through a professional unaffiliated with WealthGarden. Our fiduciary obligation is to always act and recommend in the clients' best interest.

Consulting Services

WealthGarden provides a wide array of customized consulting services which may vary greatly in depth and scope and may be offered in a variety of different situations or circumstances that relate to your financial picture. We may consult with you regarding topics that are not covered under our general financial planning services or may not rise to the level of financial planning in the extent of data-gathering and breadth and depth of recommendations. We may consult on such items as a real estate purchase, a sale analysis or review of a financial account. Financial accounts may be accounts that are held at other firms or qualified retirement accounts held through the Client's employer. The scope and cost of our consulting services are defined in writing prior to the engagement and will depend on the complexity of the situation. Consulting services will be offered to any client who the advisor deems to have circumstances that could be aided by our consulting services. Some factors in this determination may be the advisor's experience and level of expertise with the situation. Clients always have the right to decide whether to engage WealthGarden for consulting services.

4c: Client Tailored Relationships and Restrictions

As a fiduciary, WealthGarden always acts solely in your best interests. Your portfolio is customized based on your investment objectives. You may make requests or make suggestions regarding the investments made in your portfolio. Restrictions on trading which, in our opinion, are not in your best interest cannot be honored and if forced may result in the termination of our agreement.

You are under no obligation to act upon WealthGarden's or associated person's recommendations.

4d: Wrap Fee Program

WealthGarden offers The WealthGarden f.s. LLC Wrap Program, where appropriate, to interested prospects and advisory clients. The WealthGarden f.s. LLC Wrap Program may utilize different custodians for the wrap fee program. For more detailed information regarding our wrap fee program, please read the WealthGarden f.s. LLC Wrap Program brochure.

4e: Assets under Management (AUM)

WealthGarden, as of December 31, 2024, had \$ 182,091,758 in discretionary reportable assets under management and \$222,468 in non-discretionary reportable assets under management for a total of \$ 182,314,226 assets under management.

ITEM 5—FEES AND COMPENSATION

5a, b, c & d: Fee Schedules, Payments & Options

Investment Management

Fees are based on assets under management using a cliff fee schedule. Once a breakpoint is reached, all assets will be billed at the same breakpoint annual fee rate.

ASSETS UNDER MANAGEMENT	ANNUAL FEE RATE (%)
\$0 – \$500,000	1.50%
\$500,001 – \$1,000,000	1.25%
\$1,000,001 – \$5,000,000	1.00%
\$5,000,001 +	0.80%

Total fees collected will not exceed 3% of assets under management per year.

Fees are negotiable. Fees may differ based on a number of factors:

- Size of the relationship – Larger accounts may receive more favorable pricing.
- Accounts within the same household will be combined under a signed householding form for a reduced fee unless the client instructs otherwise.
- Level of services needed – Accounts requesting more services may have higher fees.
- Trading activity and active portfolio management – actively managed accounts generally have higher fees than fixed income accounts, buy and hold portfolios, and mutual fund or exchange traded fund accounts.
- Comprehensive Financial Planning
- Our employees and their family related accounts are charged a reduced fee for services.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported are valued at the last reported sale price on the principal market in which they are traded.

Compensation for our services will be calculated in accordance with what is set in the client agreement. We may modify the terms of any agreement by written changes submitted to the client for signature. While we strive to maintain competitive fees, the same or similar services may be available from other firms at higher or lower fees.

WealthGarden requires written authorization from the client to deduct advisory fees from an account held by a qualified custodian. At the same time WealthGarden sends the qualified custodian written notice of the amount of the fee to be deducted from the client's account, WealthGarden sends the client a written invoice itemizing the fee, including the formula used to calculate the fee, the time period covered by the fee and the amount of assets under management on which the fee was based. The invoice will also contain the fee calculation itself and the name of the custodian. WealthGarden fees are paid from your account by the custodian when we submit an invoice to them. We strongly urge you to compare our invoices to custodian statements for accuracy. The account custodian sends a statement to the client, at least quarterly, showing all account disbursements, including advisory fees.

WealthGarden fees are paid quarterly in arrears based on the value as of the last business day of the quarter with payment due within 10 days from the date of the invoice. Our fee is determined by taking the percentage rate we charge, divided by four, times the market value of the account. For example, a \$1,000,000 account balance at the end of a quarter charged at a 1% annual rate is charged .25% per quarter, so $\$1,000,000 \times .0025 = \$2,500$. A \$1,500,000 account balance at the end of a quarter is charged at a 0.90% annual rate is charged .225% per quarter, so $\$1,500,000 \times .00225 = \$3,375$. The market value is the sum of the values of all managed assets in the account, not adjusted by any margin debit. Our firm bills on cash unless otherwise indicated in writing.

In cases where there are partial fees at the commencement or termination of our agreement, they will be billed or refunded on a pro-rated basis contingent on the number of days the account was open. Quarterly fee adjustments for additional assets received into the account during a quarter or for partial withdrawals will also be provided on the above pro rata basis.

Either party may terminate the advisory agreement signed with our firm for Investment Management services in writing at any time. Upon notice of termination, pro-rata advisory fees for services rendered to the point of termination will be charged. If advisory fees cannot be deducted, our firm will send an invoice for due advisory fees to the client.

If there is insufficient cash in your account to pay your fees, securities in your portfolio may be sold to pay our fee.

In addition to our fees, there may be custodial, mutual fund, 12b-1 fees or similar third-party management fees and charges. *See 5c: Third Party Fees below.*

The maximum annual fee charged to clients utilizing Third Party Managers will not exceed the maximum fee published above for this service. Our firm will debit fees for this service as disclosed in the executed advisory agreement between the client and our firm. This fee shall be in addition to any fees assessed by the chosen third party money manager. The third party money managers we recommend will not directly charge you a higher fee than they would have charged without us introducing you to them. Third party money managers establish and maintain their own separate billing processes over which we have no control. They will directly bill you and describe how this works in their separate written disclosure documents. The maximum combined fee between the Third Party Manager and our firm will be 3.00%.

Fees

For clients who engage WealthGarden for investment management services, fees for financial planning and consulting services are generally complimentary.

Fees for stand-alone services (when Client does not use WealthGarden's investment management services for complimentary financial planning) are charged on an hourly basis. The hourly rate for financial planning is \$350 per hour. Preparing an initial financial plan generally takes 5 – 10 hours depending on the complexity, nature and time required to gather and analyze relevant information. As plans become more complex, require additional expertise, cover multiple topics, they take more time to complete and may require additional hours. For clients who subsequently engage WealthGarden for investment management services, we may waive or offset all or a portion of its fees for stand-alone financial planning and consulting services.

These arrangements will be defined and agreed upon by both parties via the financial planning agreement. The fees are negotiable.

Financial Planning only engagements are initiated with the payment of a 3-hour advance retainer payment. Once these hours are complete the client may obtain additional services by making additional payments in 3 hour increments. Financial Planning fees may be paid by personal check, or electronic bank transfer. In all instances, WealthGarden will send the client a written invoice concurrent with the request for payment. The invoice will include the fee, the formula used to calculate the fee(s), the fee calculation itself, the time period covered by the fee(s) and the name of the custodian.

WealthGarden does not take receipt of more than \$1200 in fees per client six (6) months in advance. Clients may terminate these contracts at any time. When an agreement is terminated, WealthGarden will reimburse all unearned fees as of the date of termination based on the services completed. WealthGarden will deliver the completed portion of any documents to the client.

Trust and Estate Coordination Services fees

Estate Planning Services fees will be determined based on the complexity of the planning services needed. Wealthgarden's standard rates are \$250 for review of an existing Trust; \$250 for Deed filing and \$1000 and up for the

creation of a new Trust or extensive revision of an existing Trust.

The fees are negotiable in certain cases and will be agreed upon in advance and due upon completion of the engagement. Clients are not required to use any third party products or services we may recommend and can receive similar services from other professionals at similar or lower costs.

Consulting Services

Fees for consulting services are based on an hourly rate of \$350 per hour. All fees will be disclosed to each client in writing prior to the engagement, and clients always have the right to decide whether to engage WealthGarden for Consulting Services. The services may be billed at the time work is performed, although contracts may specify the total number of hours expected in total. Fees are due within ten (10) days of invoice. Consulting fees are negotiable.

Consulting fees may be paid by personal check or the client may elect by written authorization to have their fee debited from investment management non-qualified accounts approved for such fee debit payments. In all instances, WealthGarden will send the client a written invoice concurrent with the request for payment. The invoice will include the fee, the formula used to calculate the fee(s), the fee calculation itself, the time period covered by the fee(s) and the name of the custodian. Clients may terminate these contracts at any time.

When an agreement is terminated, we will refund any pre-paid, unearned fees based on hours billed in advance. Refunds will be made within 30 days of the effective date of termination. If billing in arrears, WealthGarden will invoice for all earned fees based on hours completed as of the date of termination.

Lower fees for comparable services may be available from other sources. If a conflict exists between the interests of the Advisor or its associated persons and the interest of the client, the client always has the right to decide whether to act on any of the recommendations made by WealthGarden and if you elect to act on any of the recommendations, you have the right to effect the transactions through a professional unaffiliated with WealthGarden. Our fiduciary obligation is to always act and recommend in the clients' best interest.

5c: Third Party Fees

You are responsible for the payment of all third-party fees (i.e. custodian fees, mutual fund fees, 12b-1 fees, transaction fees, etc.). Those fees are also separate and distinct from the fees we charge. WealthGarden does the best we can to minimize all fees and transaction costs.

All brokerage commissions, stock transfer fees, 12b-1 fees and other similar charges incurred in connection with transactions for the account will be paid out of the assets in the account and are in addition to the investment management fees paid to us. While we take measures to ensure the fees charged are accurate, it is your responsibility to ensure the amount of fee charged is correct. In addition to invoices and reports sent by us, you will receive statements directly from the custodian or mutual funds or other investments you hold. We strongly urge you to compare our invoices and reports to custodian statements for accuracy.

5.d: Termination

The investment advisory contract may be terminated by the client within five (5) business days of signing the contract without incurring any advisory fees or penalty. Ongoing, WealthGarden or our clients can terminate our agreement upon receipt of written notice to the other party.

When an agreement is terminated, we will refund any pre-paid, unearned fees based on the number of days remaining in the quarter after termination. Refunds will be made within 30 days of the effective date of termination.

You will be responsible for paying all fees including full quarterly custodial administrative fees, account closure fees, mutual fund fees and all trading costs due to the termination. If there is insufficient cash in the account, the liquidation of some securities may be used to pay the fees. Prior to termination of an agreement, we can provide a good faith estimate of these fees.

5e: Other Investment Compensation

WealthGarden does not accept commission for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

WealthGarden does not charge advisory fees on the performance of funds or securities in your account.

ITEM 7 – TYPES OF CLIENTS

WealthGarden generally provides asset management and financial planning services to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Pension and Profit Sharing Plans
- Trusts
- Estates
- Charitable Organizations
- Corporations

Minimum Account Size:

WealthGarden does not have an account minimum.

ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

8a: Analysis

In determining the recommendations to give to you, we first gather and consider information regarding several factors including our client's:

- Current financial situation;
- Investment goals and objectives;
- Current and long-term needs;
- Tolerance and appetite for risk; and
- Level of investment knowledge.

WealthGarden uses multiple sources of information to obtain analysis and strategies. They include sources such as financial newspapers, financial magazines, research prepared by others, corporate rating services, prospectuses, company press releases, annual reports and filings with the SEC.

WealthGarden's methods of analysis include Fundamental analysis, Modern Portfolio Theory and Cyclical Analysis.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Modern Portfolio Theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various assets.

Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying and/or selling a security.

8b: Investment Strategies

Asset Allocation

WealthGarden recommends a mix of asset classes for your portfolio based on an assessment of your long-term financial objectives. Where appropriate, we will recommend an allocation to high-quality, short-term and intermediate term bonds (within a broadly diversified index or asset class mutual fund) to reduce overall portfolio risk, generate a more predictable cash flow (interest income), facilitate portfolio rebalancing, and provide a hedge against inflation.

If your objective is a higher annual expected return and you are willing to accept a higher degree of risk, we will recommend a portfolio with greater weighting to stocks in general and small company and value stocks specifically (using index or asset class mutual funds). Recommended stock allocations will generally be globally diversified among the U.S., foreign developed markets, and emerging markets. In certain circumstances, we may include REITs in limited percentages. Our recommended asset allocation is not influenced by current market conditions. This asset allocation is altered only when your long-term investment objectives have changed.

Asset Allocation is based on the principle that different assets perform differently in different market and economic conditions. It is difficult to predict how any particular asset class will perform in any given year. Diversification is a strategy for managing risk. Diversification does not ensure a profit or protect against a loss in a declining market. Asset Allocation is unlikely to generate the greatest returns since not all of the asset classes will do equally well.

Rebalancing

Asset allocations for your portfolio will change as financial markets rise and fall and the specific assets of different parts of your portfolio change. This creates the opportunity to selectively rebalance your portfolio in order to bring asset class percentages back to your policy targets. Asset classes that have risen beyond predetermined limits are sold by an amount that brings the allocation back in line with policy targets, and those that have fallen in value are purchased in the same way. This is a method of buying low and selling high that is not based on trying to predict the direction of markets or asset returns.

This rebalancing has the effect of enhancing portfolio returns while maintaining the agreed-upon risk. In order to limit rebalancing transactions and the costs associated with buying and selling mutual funds through the chosen custodian, WealthGarden has pre-determined ranges in which allocations may vary and at which rebalancing is initiated.

Specific Investments

We generally select ETFs, mutual funds or similar securities, we may at times select individual securities or build individual stock portfolios for our clients. In these cases, WealthGarden examines each securities' management, financial condition, and market position and ensures that any purchases of individual securities work towards the client's portfolio goals, investment horizons and exposure to risk. Individual stocks present potential risks as prices of individual securities can move up or down due to general economic conditions, industry specific conditions, government regulations or corporate management, among other factors.

8c: Risk of Loss

All investments include a risk of loss that clients should be prepared to bear. Performance of any investment is not guaranteed. We use our best efforts and expertise to manage your assets. However, we cannot guarantee any level of performance or that you will not experience financial loss.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Modern Portfolio Theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two- fold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below (leaving aside Treasury Inflation Protected/Inflation Linked Bonds) are not guaranteed or insured by the FDIC or any other government agency.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond “fixed income” nature (lower risk) or stock “equity” nature.

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Precious Metal ETFs (e.g., Gold, Silver, or Palladium Bullion backed “electronic shares” not physical metal) specifically may be negatively impacted by several unique factors, among them (1) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals, (2) a significant increase in hedging activities by producers of gold or other precious metals, (3) a significant change in the attitude of speculators and investors.

Equity investments generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

ITEM 9—DISCIPLINARY INFORMATION

9a: Civil or Criminal Actions

WealthGarden and its managers have never been found guilty, convicted or plead no contest to a criminal or civil action in a domestic, foreign or military court.

9b: Administrative Enforcement Proceedings

WealthGarden and its managers have never been found by the SEC, any other state or federal agency or any foreign regulatory agency to have caused loss of the ability of an investment-related business to do business or been sanctioned, barred or limited in investment-related activities.

9c: Self-Regulatory Organization Enforcement Proceedings

WealthGarden and its managers have never been found by a self-regulatory agency to have caused loss of the ability of an investment-related business to do business. Additionally, WealthGarden and its managers have never been found in violation of self-regulatory agency rules such that they were barred, suspended, limited in advisory functions or fined.

ITEM 10— OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**10a: Broker Dealers and Registered Representatives**

WealthGarden is not registered as a broker-dealer and our employees are not registered representatives of any broker-dealer.

10b: Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither WealthGarden nor our employees hold any of the above registrations.

10c: Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

The principal business of WealthGarden is that of a registered investment advisor and provider of financial planning services.

Some of our associated persons may be insurance agents. When acting in the capacity of an insurance agent, the advisor and associated persons may receive the usual and customary commissions or fees associated with the insurance products that the client purchases. Receiving commissions on insurance products may cause a conflict of interest. At all times, you are free to choose an outside agency to avoid the possibility of there being a conflict of interest.

Our firm is associated with TaxGarden LLC to offer supplementary income tax preparation or accounting services. Both Josephiti Cruz and Jade Eagles are partners. These services are independent of our financial planning and investment advisory services and are governed under a separate engagement agreement. At all times, you are free to choose an outside agency to avoid the possibility of there being a conflict of interest.

WealthGarden will disclose any material conflict of interest relating to WealthGarden, our representatives, or any of our associates which could reasonably be expected to impair the rendering of unbiased and objective advice.

10d: Selection of Other Advisors and How this Advisor is Compensated for those Selections.

WealthGarden is not paid for the selection of other advisors, asset managers or portfolio managers.

ITEM 11— CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**11a: Code of Ethics Description**

We have adopted a Code of Ethics to which all investment advisor representatives and employees are bound to adhere. The key component of our Code of Ethics states that WealthGarden and its investment advisor representatives and employees shall always:

- Act with integrity, competence, dignity, and ethics when dealing with the public, clients, prospects, employers, and employees.
- Exercise its authority and responsibility for the benefit and interest of its clients first and to refrain from having outside interests that conflict with the interests of its clients. WealthGarden must avoid any circumstances that might adversely affect or appear to affect its duty of complete loyalty to its clients.

- Refrain from disclosing any nonpublic personal information about a client to any nonaffiliated third party unless the client expressly gives permission to WealthGarden to do so. All client information will otherwise be treated as confidential.
- Maintain the physical security of nonpublic information, including information stored on computers.

This Code of Ethics is in place to guide the personal conduct of our team and embodies our fiduciary duties and responsibilities to you and sets forth our practice of supervising the personal securities transactions of employees with prior or concurrent access to client trade information. A copy of the WealthGarden Code of Ethics is available, free of charge, upon request.

11b, c & d: Participation or Interest in Client Transactions

WealthGarden, or its employees, may buy and sell some of the same securities for our own accounts that we buy and sell for our clients. We will always buy or sell from our clients' accounts before we buy or sell from our accounts. In some cases, WealthGarden, or its employees, may buy or sell securities for our own accounts and not for clients' accounts, as it may not meet the objectives or plans for the client. There are possible conflicts of interest, which our Code of Ethics addresses. We will always evaluate our activity from the view of our clients to ensure that any and all required disclosures are made. For example, we will disclose anything that would cause you to be unfairly influenced to make any decision regarding actions or inactions in your account.

WealthGarden does not buy or sell between WealthGarden, our employees or our clients' accounts. WealthGarden always tries to get the best price for the client. WealthGarden has in place internal controls and processes to allow contemporaneous trading (submitting WealthGarden or employee orders at the same time as client order) in block or aggregate trades. In other cases, except in the case of unaffiliated mutual funds, we will always trade individual securities in a client account before we trade WealthGarden or employee accounts. WealthGarden does not recommend securities to advisory clients nor buy or sell securities for advisory client accounts in which WealthGarden or a related person has a material financial interest.

ITEM 12—BROKERAGE PRACTICES

12a: Selecting Brokerage Firms

The Custodian and Brokers We Use

WealthGarden does not maintain custody of your assets that we manage. Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. We recommend that our clients use either Fidelity Investments (Fidelity) or Charles Schwab & Co., Inc. (Schwab) as the qualified custodian. WealthGarden is independently owned and operated and not affiliated with Fidelity or Schwab.

- | | |
|--|--|
| • Timeliness of execution | • Frequency and correction of trading errors |
| • Quality of services | • Ability to access a variety of market venues |
| • Research services provided | • Expertise as it relates to specific securities |
| • Ability to provide investment ideas | • Financial condition |
| • Execution facilitation services provided | • Business reputation |
| • Record keeping services provided | • Timeliness and accuracy of trade confirmations |
| • Custody services provided | |

Our firm has an arrangement with National Financial Services LLC and Fidelity Brokerage Services LLC (collectively, and together with all affiliates, "Fidelity") through which Fidelity provides our firm with "institutional platform services." Our firm is independently operated and owned and is not affiliated with Fidelity. The institutional platform services include, among others, brokerage, custody, and other related services. Fidelity's institutional platform services that assist us in managing and administering clients' accounts include software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

Fidelity may make certain research and brokerage services available at no additional cost to our firm. Research products and services provided by Fidelity may include: research reports on recommendations or other information about particular companies or industries; economic surveys, data and analyses; financial publications; portfolio evaluation services; financial database software and services; computerized news and pricing services; quotation equipment for use in running software used in investment decision-making; and other products or services that provide lawful and appropriate assistance by Fidelity to our firm in the performance of our investment decision-making responsibilities. The aforementioned research and brokerage services qualify for the safe harbor exemption defined in Section 28(e) of the Securities Exchange Act of 1934. The aforementioned research and brokerage services are used by our firm to manage accounts for which our firm has investment discretion. Without this arrangement, our firm might be compelled to purchase the same or similar services at our own expense.

As part of our fiduciary duty to our clients, our firm will always endeavor to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm or our related persons creates a potential conflict of interest and may indirectly influence our firm's choice of Fidelity as a custodial recommendation. Our firm examined this potential conflict of interest when our firm chose to recommend Fidelity and have determined that the recommendation is in the best interest of our firm's clients and satisfies our fiduciary obligations, including our duty to seek best execution.

Our clients may pay a transaction fee or commission to Fidelity that is higher than another qualified broker dealer might charge to effect the same transaction where our firm determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services provided to the client as a whole.

In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Although our firm will seek competitive rates, to the benefit of all clients, our firm may not necessarily obtain the lowest possible commission rates for specific client account transactions.

Transition Assistance and Soft Dollars

Fidelity provided our firm and its representatives financial assistance to aid in transitioning our representatives' books of business to Fidelity's platform ("Transition Assistance"). The proceeds made available to us are/were used to pay for legal, compliance, marketing, and other start-up expenses. The receipt of Transition Assistance creates a conflict of interest for our firm to recommend Clients custody with Fidelity. Our firm attempts to mitigate this conflict of interest by evaluating Fidelity's services and recommend the use of Fidelity based on the value Fidelity provides in itself. While we consider Fidelity's full suite of services when recommending Clients maintain accounts with Fidelity, Clients should be aware of our conflict of interest and take it into consideration when deciding whether to custody their assets with Fidelity.

Aside from this, our firm does not receive soft dollars more than what is allowed by Section 28(e) of the Securities Exchange Act of 1934. The safe harbor research products and services obtained by our firm will generally be used to service all our clients but not necessarily all at any one particular time.

Client Brokerage Commissions

Fidelity does not make client brokerage commissions generated by client transactions available for our firm's use.

Client Transactions in Return for Soft Dollars

Our firm does not direct client transactions to a particular broker-dealer in return for soft dollar benefits.

Brokerage for Client Referrals

Our firm does not receive brokerage for client referrals.

Directed Brokerage

Neither our firm nor any of our firm's representatives have discretionary authority in making the determination of the brokers-dealers and/or custodians with whom orders for the purchase or sale of securities are placed for execution, and the commission rates at which such securities transactions are effected. However, our firm routinely recommends that Clients

direct us to execute through Fidelity.

Special Considerations for ERISA Clients

A retirement or ERISA plan client may direct all or part of portfolio transactions for its account through a specific broker or dealer to obtain goods or services on behalf of the plan. Such direction is permitted provided that the goods and services provided are reasonable expenses of the plan incurred in the ordinary course of its business for which it otherwise would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the plan. Consequently, our firm will request that plan sponsors who direct plan brokerage provide us with a letter documenting that this arrangement will be for the exclusive benefit of the plan.

Client-Directed Brokerage

Our firm allows clients to direct brokerage outside our recommendation. Our firm may be unable to achieve the most favorable execution of client transactions. Client directed brokerage may cost clients more money. For example, in a directed brokerage account, clients may pay higher brokerage commissions because our firm may not be able to aggregate orders to reduce transaction costs, or clients may receive less favorable prices.

Aggregation of Purchase or Sale

Our firm provides investment management services for various clients. There are occasions on which portfolio transactions may be executed as part of concurrent authorizations to purchase or sell the same security for numerous accounts served by our firm, which involve accounts with similar investment objectives. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to any one or more accounts, they are affected only when our firm believes that to do so will be in the best interest of the effected accounts. When such concurrent authorizations occur, the objective is to allocate the executions in a manner which is deemed equitable to the accounts involved. In any given situation, our firm attempts to allocate trade executions in the most equitable manner possible, taking into consideration client objectives, current asset allocation and availability of funds using price averaging, proration and consistently non-arbitrary methods of allocation.

ITEM 13—REVIEW OF ACCOUNTS

13a: Periodic Reviews

Accounts are managed and reviewed by Jade Eagles, CCO. The frequency of reviews is determined based on your investment objectives, but no less than quarterly. Accounts are reviewed to determine if the positions, transactions and strategies are consistent with the Client's stated investment objective(s) and whether any rebalancing or adjustments may be necessary.

Financial planning clients receive their financial plans and recommendations at the time the service is completed. Depending on the type of financial planning service requested, we may meet on a regular basis with you to discuss any potential changes to your financial plan.

13b: Review Triggers

More frequent reviews are triggered by a change in your investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in economic climate.

13c: Regular Reports

All investment advisory clients receive reports as needed, but no less than annually, on representative investments recommended specifically by WealthGarden. Reports are generated through ORION based on custodian data. Orion is a provider of integrated, web-based portfolio rebalancing, performance reporting and customer relationship management software for independent advisors. Performance Reporting reports may contain such items as: Performance Review, Summary by Account, Asset Allocation, Security Performance, Realized Gains/Losses, Holdings, and Transactions that occurred during the period. Custodian data is provided to Orion directly and reports are generated only using the custodian data.

Investment advisory clients also receive standard account statements from the custodian of their accounts on at least a quarterly basis. Financial planning clients do not normally receive investment reports.

ITEM 14—CLIENT REFERRALS AND OTHER COMPENSATION

14a: Economic Benefits Provided by Third Parties for Advice Rendered to Clients

We receive an economic benefit from Fidelity and Schwab in the form of the support products and services it makes available to us and other independent investment advisors that have their clients maintain accounts at these custodians. These products and services, how they benefit us, and the related conflicts of interest are described above (*see Item 12 – Brokerage Practices*). The availability to us of these products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

WealthGarden does not receive economic benefits from third parties for the advice we render to our clients. As disclosed in Item 12 above, broker-dealers may provide services, tools or other non-financial benefits to us as a benefit for using the broker-dealer's services. However, we endeavor at all times to put the interests of our clients first. You should be aware, however, that the receipt of benefits can create a potential conflict of interest by influencing our choice of a broker-dealer.

14b: Compensation to Non-Advisory Personnel for Client Referrals

WealthGarden does not directly or indirectly compensate any person for client referrals.

ITEM 15—CUSTODY

15a: Deduction of Advisory Fees:

State Securities Bureaus generally take the position that any arrangement under which a registered investment adviser is authorized or permitted to withdraw client funds or securities maintained with a custodian upon the adviser's instruction to the custodian is deemed to have custody of client funds and securities. As such, our firm has adopted the following safeguarding procedures:

- a) Our firm has written authorization from the client to deduct advisory fees from the account held with a qualified custodian;
- b) Each time a fee is directly deducted from a client's account, our firm concurrently sends the custodian notice of the amount to be deducted and sends the client an invoice itemizing the fee, including the formula used to calculate the fee, the amount of assets under management upon which the fee is based, and the time period covered by the fee;
- c) The custodian sends statements, on at least a quarterly basis, to the client showing all disbursements for the custodian account, including the amount of the advisory fees; and
- d) Our firm notifies the Commissioner in writing on Form ADV that our firm intends to use the safeguards provided above. Clients are encouraged to raise any questions with us about the custody, safety or security of their assets and our custodial recommendations.

15b: Third Party Money Movement:

On February 21, 2017, the SEC issued a no-action letter ("Letter") with respect to Rule 206(4)-2 ("Custody Rule") under the Investment Advisers Act of 1940 ("Advisers Act"). The letter provided guidance on the Custody Rule as well as clarified that an adviser who has the power to disburse client funds to a third party under a standing letter of instruction ("SLOA") is deemed to have custody. Considering this our firm, and the relevant unaffiliated service providers that our firm works with, have put in place the required safeguards. These safeguards include: (1) The client provides an instruction in writing that includes the client's signature, the third party's name, and either the third party's address or the third party's account number to which the transfer should be directed; (2) The client authorizes the investment adviser, in writing to direct transfers to the third party either on a specified schedule or from time to time; (3) The appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer; (4) The client has the ability to terminate or change the instruction; (5) The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction; (6) The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser; and (7) The client receives in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

ITEM 16—INVESTMENT DISCRETION

Clients have the option of providing our firm with investment discretion on their behalf, pursuant to an executed investment advisory client agreement. By granting investment discretion, our firm is authorized to execute securities transactions, determine which securities are bought and sold, and the total amount to be bought and sold. Should clients grant our firm non-discretionary authority, our firm would be required to obtain the client's permission prior to effecting securities transactions. Limitations may be imposed by the client in the form of specific constraints on any of these areas of discretion with our firm's written acknowledgement. In accordance with CCR Section 260.237.2(f)(1), our firm will obtain client permission prior to effecting securities transactions in client accounts managed on a non-discretionary basis.

ITEM 17—VOTING CLIENT SECURITIES

The clients of WealthGarden retain the authority to proxy vote. You should ensure that proxy ballots are mailed directly to you by selecting this option on your custodial application forms. You are welcome to delegate said proxy voting authority to a third-party representative (non-advisory personnel) by filing the appropriate custodial form. WealthGarden will not accept authority to vote client proxies. This policy is set forth in WealthGarden's standard advisory agreements. Proxy material will be sent from the transfer agent and in rare cases could come from Fidelity or Schwab. Should WealthGarden inadvertently receive proxy information for a security held in clients' accounts, it would immediately forward such information on to clients, but will not take any further action with respect to the voting of such proxy. Upon termination of the advisory relationship, WealthGarden will make a good faith and reasonable attempt to forward proxy information inadvertently received on behalf of clients to the forwarding address provided by clients. Clients may contact WealthGarden for advice or information about a particular proxy vote; however, WealthGarden shall not be deemed to have proxy voting authority solely as a result of providing such advice to clients.

ITEM 18—FINANCIAL INFORMATION

18a: Balance Sheet

WealthGarden does not solicit prepayment of more than \$1200 in fees per client six (6) months or more in advance.

18b: Financial Conditions

WealthGarden has no financial issues that could impair our ability to carry out our fiduciary duty to our clients.

18c: Bankruptcy Petition

WealthGarden has never been the subject of a bankruptcy petition.
