Part 2A OF FORM ADV: ***FIRM BROCHURE***

1024 E Grand River Ave, Ste B, Brighton MI 48116

Office: 1-810-355-1325

Fax: 1-810-227-2558

www.caitlinjohn.com

Brochure Updated:

March 2025

This firm brochure provides information about the qualifications and business practices of Caitlin John, LLC, also referred to as “Caitlin John”, “CJ”, and “Firm”. If you have any questions about the contents of this brochure, please contact us at 1-810-355-1325 or by email to info@cjadvisor.com.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Using the term “Registered Investment Advisor” does not imply a certain level of skill or training.

Additional information about Caitlin John, LLC is available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number known as a CRD number. Our Firm’s CRD number is 154494.

Item 2 - Material Changes

This brochure was reviewed and updated in March 2025 and serves as an update to the previous brochure dated September 2024. At times, we may perform routine checks for grammar, punctuation, etc. and make necessary updates. Additionally, we may make updates within certain sections of this brochure for better clarity. These types of changes would not be considered a material change. Below is/are the summary of changes for this release:

- Non-material changes include the update to the assets under management total and updated the term “unwrapped” to “non-wrap”.
- Material changes from our previous brochure dated September 2024 include the updated cadence of intra-quarter prorated billing calculations.

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 6
Item 6 – Performance-Based Fees and Side-By-Side Management 11
Item 7 - Types of Clients / Minimum Account Size 11
Item 8 - Methods of Analysis, Investment Strategies, and Risk of Loss 11
Item 9 - Disciplinary Information 12
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 16
Item 14 - Client Referrals and Other Compensation 16
Item 15 - Custody 16
Item 16 - Investment Discretion 16
Item 17 - Voting Client Securities 17
Item 18 - Financial Information 17

Item 4 - Advisory Business

A. Advisory Firm

With 41 years of financial services experience, Ronald J. Briggs Jr. FIC, CRPC® launched Caitlin John, LLC, hereafter referred to as the "Firm", and was approved as a Registered Investment Advisory Firm with the State of Michigan on January 01, 2011. Caitlin John, LLC became a registered investment adviser with the SEC as of June 26, 2017.

Principal Owner

The Firm is structured as a limited liability company and Ronald J. Briggs Jr., FIC, CRPC is the sole owner and managing Member.

B. Advisory Services

The Firm offers services that may incorporate any or all the following: 1) Investment Management Services 2) Financial or other types of Planning Services 3) Consulting & Advisory Services, also referred to as Assets Under Advisement (AUA), and 4) Qualified Retirement Plan Services (QRP). Our goal is to offer customized advisory services for a Client and/or Clients based on their needs, goals, objectives, and risk tolerance. These services are provided to the Client by the Investment Advisor Representatives, hereafter referred to as the "IAR", of the Firm. The IAR will assist the client in selecting the service appropriate for the Client's personal situation.

IARs may have their own legal business entity or entities. Trade names and logos may be used on Firm approved marketing materials. Clients should understand that the businesses are legal entities of the IAR. The Firm and the IAR's business entity are independently owned and operated and not affiliated with the Firm. The IARs are registered with the Firm and are under the supervision of the Firm. Asset Management and Advisory Services are offered through the Firm by IARs of the Firm.

Investment Management Services

Before investing, the IAR will work with the Client to establish their Goals, Objectives, and Risk Tolerance, then apply a customized approach to the Advisory, Financial Planning and Asset Management needs of each Client. The IAR may recommend and help establish the Client accounts, implementing various types of investment products, asset class securities along with fixed insurance products to help achieve their objectives. Depending on the types of services required by the Client, the Firm may engage the services of a Third-Party Investment Advisor ("TPIA"). The Client understands and acknowledges that any restrictions placed on the management of their account imposed by the Client, including restrictions in a category or categories of securities due to social screening or other restrictions, may cause account performance to deviate from the performance of the Client's chosen portfolio. The Client, at any time, can accept or decline any investment recommendations from their IAR. IARs may offer to the general public educational workshops and seminars on general investment strategies, concepts, and/or retirement planning principles. These seminars are given to assist in educating the general public, fostering greater financial literacy and interest in the services offered by the IAR. Materials, if any, provided during such events are intended to be strictly educational in nature and are not intended as specific individual Investment or financial advice.

Financial or other types of Planning Services

The Firm offers the Client various levels of planning services ("Plan") to help quantify their long-term financial needs and objectives. The IAR will determine whether or not the Client will incur a fee for this service, which will disclose the fee prior to the Client entering into the appropriate fee for service "Planning Agreement" (see below for more details).

The planning process is customized to the Client's current overall financial circumstance and their long-term financial needs, goals, objectives, and risk tolerance. Once established, the IAR may design and

propose various investment products, concepts, and strategies to help achieve the objectives of the Plan. The Client is under no obligation to act upon the IAR's recommendations. If the Client chooses to act on any of the recommendations, the Client is under no obligation to affect any transactions through the Firm. It is ultimately the responsibility of the Client to implement the components of each Plan with or without the IAR at the Client's discretion.

In some cases, the IAR may refer Client to other vetted independent professionals, such as attorneys or accountants, for their non-conflicted expertise. The Firm will work and communicate with such independent professionals with the Client's specific written authorization only.

Once the Client's initial Plan has been completed, the Client may choose to implement ongoing planning services ("Ongoing Planning") for further assistance. The IAR will determine whether or not the Client will incur a fee for this service and disclose the fee prior to the Client entering into an Ongoing Planning Agreement (see below for more details).

The Client is under no obligation to initiate the Ongoing Planning services once the initial Plan has been completed.

Consulting & Advisory Services

The Firm offers several types of Consulting & Advisory Services. Certain types of these services may be referred to as Assets Under Advisement ("AUA") for held-away assets. By a loose definition, Assets that are considered to be held-away are accounts that are not currently or actively managed by a TPIA, IAR, institution, or custodian. The IAR can review, leverage, and aggregate such held-away assets as a preferred method of providing strategic advice for the Client, such as assets under management. Such held-away assets can include but not limited to self-directed investment, alternative investments, variable insurance products, and retirement plans such as 401(k)s & 403(b) plans, etc. This service can be in conjunction with the Firm's other various advisory services such as asset management services, financial planning, and consulting services. For further details, please refer to the AUA agreement.

Retirement Plan Services

The Firm offers investment management services to various qualified retirement plan services, such as, but not limited to 401(k), 403(b), etc. These types of plans are generally organized by the Plan Sponsor for their Plan Participants. Plan participants are the employees enrolled in the qualified retirement plans and may seek individualized advice independent of their plan sponsor.

The Firm's IARs work closely with Plan Sponsors and Participants, providing advisory services and support for accounts governed by the Employee Retirement Income Security Act of 1974 ("ERISA"). Additionally, the IAR may employ a Third-Party Investment Advisors, herein after referred to as "TPIA", to provide portfolio management services of the plan assets. The Firm, it's IAR, and/or the TPIA may partially act or assist the Plan Sponsor in a fiduciary capacity under Section 3(21) or 3(38) of ERISA. For further details, please refer to the Retirement Plan Service agreement.

The Firm does not hold any assets of the plan but rather such assets are held by an independent custodian selected by the Plan Sponsor. The IAR, working with the TPIA for the plan, may provide, but not limited to, the assistance of creating plan guidelines, participant education, asset management services, removal and/or replacement of the plan's investment options, and ongoing support and servicing the plan as directed and agreed to by the Plan Sponsor. These services do not include separately charged fees and expenses for Third-Party Administrative (TPA), Record-Keeping and Custodial services.

C. Investment Account Management

The Firm makes available and the IAR may suggest a variety of investment management services to assist the Client's diverse and specific investment needs. Each Client may utilize tailored portfolios

spanning various strategies and investment products based on a Wrapped or Non-wrap fee structure to best match the Client's goals, objectives and risk tolerance needs and the services provided by the IAR.

Separately Managed Accounts

Separately Managed Accounts, hereafter known as "SMAs", are made available through TPIAs to the Client within a Wrap Program and/or Non-wrap Fee arrangement. Each SMA offers a unique investment strategy and may be considered for investment based on the Clients specific individual factors. IARs have the ability to access and offer various SMAs made available through the custodians' platform.

Wrap Fee Program

The Firm is the sponsor of its Wrap Fee Program known as the Caitlin John Wrap Fee Program ("CJWFP"). The Firm receives a portion of the fees charged through its wrap fee program. The CJWFP is based on a single negotiable fee, not to exceed 2.48%, based on the overall Client's needs and services for advisory services, investment management oversight, administrative and custodial services/fees, and may include the use of services by a TPIA. If these services were rendered separately, Clients may be able to secure a lower or higher total cost, depending on where the collective and identical services are being rendered. For further details, please refer to the Caitlin John Wrap Fee Program Brochure which you should have received along with this brochure. If you did not, please contact your advisor, email us at info@cjadvisor.com, or call us at (810) 355-1325 and request a copy and one will be sent to you.

Non-wrap Fee Arrangement

The Client may authorize their IAR to manage all or a portion of their investment portfolio using a Non-wrap Fee arrangement. This arrangement may or may not involve a TPIA. If TPIA portfolio management services are used, the TPIA may or may not be charged separately. The total collective fee is not to exceed 3.0%. Each Client's IAR may utilize various types of exchange-traded funds (ETFs), common stock, preferred stock, convertible stocks, mutual funds, warrants, rights, corporate, municipal, and government bonds, notes, option strategies and/or derivative strategies, structured notes, alternative investments, etc. when authorized and in accordance with each Client's goals, objectives, and risk tolerance.

D. Assets Under Management

As of December 2024, there are approximately $183,421,272 in discretionary assets under management and $0.00 in non-discretionary assets under management.

Item 5 - Fees and Compensation

A. Advisory Services Fees

The Firm's quarterly asset management and advisory service fees are calculated based on the details found in each Client's Investment Management Agreement (IMA).

The fee structure for the Caitlin John Wrapped Program may include the use of a TPIA, not to exceed 2.48%, and is detailed in the Firm's "Caitlin John Wrap Fee Program Brochure". The fee structure for a Non-wrap Fee arrangement will not exceed 3.00% for all services, which may or may not include a TPIA. The Wrap Fee Program and the Non-wrap Fee arrangement may be structured as Tiered, Tapered or as a Fixed Fee.

The IARs reserve the right to negotiate with the Client all fee types based on the complexity of the advisory services and asset management needs and level of service required by the Client.

B. Fee Deduction for Advisory Services

The Client has the option to have the advisory fee deducted directly from their custodial account by the Custodian or billed to the Client and paid from another source directly to the Firm. The fee deduction from the Client's custodial account by the Custodian shall occur within 15 days of the new quarter.

Advisory and Asset Management fees are calculated on a per annum basis equal to the applicable percentages found in the IMA, which shall be billed quarterly, in advance, based on the assets' ending account balance as of the last business day of the prior quarter. This fee billing method will be discussed and determined with the IAR at the time of the Client's engagement and setting up a new account with the Firm.

New accounts will be billed on their account value for the days remaining in the quarter. Assets that are added or withdrawn interim quarter, either one time or systematically, will only be subject to a prorata fee billing debit or credit if the asset amount is equal to or greater than $10,001.00. Prorata fee adjustments will be made to the Client's account the following quarter.

If a Client wishes to dispute a fee amount, the formula used for calculation, or any other issues relating to the Firm's quarterly billing, the Client may do so by contacting their IAR, or calling (810) 355-1325 and ask for the Client Relations Manager or email your dispute to info@cjadvisor.com. Once the dispute has been confirmed, a manual correction, if necessary, will be made according to the Client's account.

Planning and other types of service fees are agreed upon in advance and billed to the Client(s) in accordance with the Planning or services agreements.

C. Other Types of Services, Fees, and Expenses

There are certain fees assessed by the Custodian regardless of the fee structure types charged by the Firm. These fees may include but are not limited to the following: (i) $250.00 annual fee will incur per security when holding any Reg-D, Private Placement, and/or Alternative type securities. An example would be but not limited to a Public Non-Traded REIT, (ii) a charge of $24 per Mutual Fund for all incoming or transferred in-kind Mutual Fund's that are needed/required to be liquidated for reallocation in an Non-wrap fee structure, (iii) If the Client(s) chooses to close their account with the Firm and transfer their account(s) to another custodian, the custodian may charge a transfer fee of $50.00 to assist with the completion of the asset transfer process. Please carefully review your contract with your current custodian to better understand these fees and other fees that they may charge for assorted services. The Firm or the IAR does **not** receive any compensation from these additional Fees. These fees will either be charged directly by the custodian or debited to the Firm, in which case the Firm will bill the client(s) separately for reimbursement.

Additionally, $2.92 monthly technology fee will be charged by the Firm for all Non-wrap fees structures. This fee is billed by the Firm separately, quarterly in advance, via the custodian and is not refundable.

Financial and Planning Services Fees

The Client may wish to engage their IAR for several types of Planning Services. The Client will compensate the Firm based upon an agreed fee schedule that may be: (a) fixed or hourly fee and/or (b) Ongoing Planning fee. The fee structure is selected by the Client and is finalized by signing the appropriate "Planning Agreement".

a) Fixed or Hourly Fee

Planning Services are offered on a negotiable fixed or hourly fee based on complexity and unique needs for each Client. The IAR will also take into consideration the number of meetings required to complete the plan, along with the Client's request for a number of meetings per year with the IAR.

b) Ongoing Planning Services Fees

Once the Plan is completed, the Client may consider Ongoing Planning Services. This is an annual fee based upon complexity, level of ongoing service, changes/updates, other factors, and general ongoing planning work, support, and consultation by their IAR. Client will be invoiced annually on the anniversary date to maintain this Ongoing Planning Services. If chosen, the ongoing planning fee and all the details will be outlined in the Ongoing Planning Services Agreement along with the payment methods per the Client's Plan.

Consulting & Advisory Services Agreement

The Firm offers a Consulting and/or Advisory Services Agreement which may also be known as or referred to herein as Assets Under Advisement ("AUA") for consulting services and held-away assets.

AUA is defined as those assets under the indirect oversight of the IAR. Traditionally held-way assets may include non-liquid investments such as but not limited to: assets held in Revocable & Irrevocable trust, outside brokerage accounts, qualified plans, annuities and life Insurance, REITs, Qualified Opportunity Zones (herein known as "QOZs"), Delaware Statutory Trusts (herein known as "DSTs"), Private Placements, Alternatives, investment real estate and other investments not under a current or existing TPIA or Custodial arrangement with the IAR or Firm. AUA excludes fixed insurance products unless otherwise included at the request of the Client whereby the IAR has not made the recommendation and/or compensation was otherwise received by the IAR for such recommendation.

AUA fees do not include additional charges for "Separate Third-Party Professional Services" or TPIA. The IAR may be compensated in the following ways, which are determined by the extent, complexity, overall consulting work required, and/or advisory type services determined and agreed upon by the individual Client's comprehensive needs as follows:

a) Initial Upfront Consulting & Advisory Services Fee

The IAR may request a one-time fee during the initial on-boarding of a new Client. This fee may be a flat fixed amount and/or percentage of the total assets and is established and negotiated at the time of the execution of the Consulting & Advisory Services Agreement. This Fee may be billed to the Client immediately or deferred, and paid by check, EFT, credit card, Third-Party Intermediary, or automatically deducted from the Client's brokerage account(s) by the custodian with the Client's approval. The agreed upon Initial Consulting & Advisory Services Fee will be exclusive and separate from the ongoing Consulting & Advisory fees, if applicable:

b) Ongoing Consulting & Advisory Services Fixed or Tiered Fee

The Firm receives an ongoing fixed or tiered fee based on all AUA which may be payable either on a monthly or quarterly basis, in advance or in arrears. The fee and payment schedule will be determined based on, but not limited to; the Clients' various needs, time requirements, complexity, due diligent services, and support the Client requires, as well as the various accounts, asset type(s), and total assets under advisement. These fees are negotiable and will not exceed 1.50%. The fees will be discussed, determined, and agreed upon with the Client based on a number of factors and services detailed in the Consulting & Advisory Services Agreement.

The Firm may receive all or part of this fee by a third-party service provider, Sponsor, Intermediary, and/or custodian whereby the Client agrees to and allows as per the contractual agreement of such payment directly to the Firm in writing.

c) One-time aggregated Consulting fee

This non-refundable fee will be determined by the Client and the IAR based upon the various compensation options, overall time commitment, complexity, due diligent services, and the fee options made available by the Sponsor. This fee may be negotiated by the Client and IAR and determined to be the best solution and along with simplicity for compensation for all services over an extended time horizon provided by the IAR.

The Client and IAR may elect and negotiate any of the various methods of compensation as per the Consulting & Advisory Services Agreement.

Qualified Retirement Plan Fees

Qualified Retirement Plan fees vary based on the amount of assets in the Plan to be managed, advisory services, whether or not the use of a TPIA is included, and/or other services requested by the Plan Sponsor. Typically, these fees are a fixed percentage of the Plan's assets. The Firm's compensation varies and does not exceed 1.50%, which may include the IAR, TPIA, and other services. The Firm reserves the right to negotiate this fee.

D. Advanced Fee Payment & Refund Structure

The Client has the right to terminate an agreement without penalty within 5 business days after entering into the agreement.

All services offered by the Firm may be modified upon such terms as may be mutually agreed upon with the Client in writing.

Notice of termination for any service(s) by the Client can be sent to the Firm at 1024 E Grand River Ave, Ste B, Brighton, MI 48116, emailed to info@cjadvisor.com, or by contacting the Client's IAR.

Investment Management Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm will not charge an account opening or set up fee but reserves the right to charge an account closing fee of $100 per account. The Custodian typically will not charge an account closing fee but may charge a transfer out of assets fee. Please review the Custodians website for specific details.

Once the Client's account has been completely transferred out, it will be considered closed, and the Firm will facilitate a prorata fee refund. The Firm will refund the prorata fees to the Client's custodial account to be swept by the Custodian and sent to the Client's new financial institution. The prorata refund amount owed to the Client will be calculated as follows:

Fees paid to the Firm during the current calendar quarter ÷ (divided) by the number of days in the current quarter x (multiplied) by the number of days remaining until the end of current calendar quarter = (equals) the amount to be refunded less the account closing fee, if applicable.

Financial and Planning Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Client(s) who decide to end their relationship prior to the completion of the full Plan are entitled to a refund of half of the agreed upon fee. No refunds are given once the Plan is delivered to the Client.

The Firm's Ongoing Planning Services fees are based on an annual fixed fee basis. Upon termination of this service, the Firm will facilitate a prorata fee refund based on the number of days remaining in the 12-month agreement period. The prorata refund amount owed to the Client will be calculated as follows:

The annual fee paid to the Firm ÷ (divided) by the number of days remaining in the 12-month agreement period x (multiplied) by the number of days remaining until the end of 12-month period = (equals) the amount to be refunded.

Consulting & Advisory Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Consulting & Advisory Service Fees are calculated as per the selected fee schedule by the Client in the Agreement. For all fees paid in advance, the Firm will provide a prorata refund based on the number of days remaining in the agreement period. The prorata refund amount owed to the Client will be calculated as follows:

Fees paid in advance to the Firm, per the agreement, ÷ (divided) by the number of days in the agreement period x (multiplied) by the number of days remaining in the agreement period will = (equals) the amount to be refunded.

Notice: Only Cancellations of Private Placements, QOZs, and DSTs: Cancellations of Consulting & Advisory Services Agreement as it specifically relates to payments being made by a Third-party Institution, or Private Placement entity (QOZs and DST Sponsors) due to; (a) the unique nature of the significant front-loaded work and due-diligence; (b) traditional hold time of 4-10 years; (c) the Sponsor's fee credit to the Client(s) net investment; (d) the "Letter of Fee Direction" and understanding signed by the Client; (e) Client not choosing to elect the one-time aggregated consulting fee option, and (f) as per this notice, the Consulting & Advisory Services fee agreement will extend through the initial holding period of each individual investment as set forth by the Sponsor. If the Sponsor cannot fulfill the agreed upon Consulting fee arrangement through the holding period of each investment as per the "Letter of Fee Direction", the Client may either (a) write a check payable to the Firm for the ongoing amount or (b) have the Advisory fee deducted from an account of their choosing for the balance of each of such holding period. The Client acknowledges and accepts the Cancellation terms of the Consulting & Advisory Services Agreement specific to and strictly for Private Placements, QOZs and DSTs, i.e., Reg D securities.

Retirement Plan Services Fee Refund Policy - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Retirement Plan Service Fees are calculated as per the selected fee schedule by the Client in the Retirement Plan Agreement. For all fees paid in advance, the Firm will provide a prorata refund based on the number of days remaining in the agreement period. The prorata refund amount owed to the Client will be calculated as follows:

If Fees are paid in advance to the Firm per the agreement ÷ (divided) by the number of days in the agreement period x (multiplied) by the number of days remaining in the agreement period will equal the amount to be refunded.

E. Other Compensation

Appropriately licensed IARs may recommend the use of fixed life insurance or annuity products based on the specific circumstances, goals, objectives, and risk tolerance of each Client. While the Client is under no obligation to affect the product transactions through their IAR, acting on this recommendation, the IAR will receive commission compensation directly from the insurance carrier. This compensation is in addition to advisory fees that the Client is currently paying for advisory and asset management services.

F. Jurisdiction and Arbitration

The validity, interpretation, construction, and performance of the IMA (Investment Management Agreement), the Financial or Planning Services, the Consulting & Advisory Services Agreement, and Retirement Planning Services Agreements shall be governed by the laws of the States of Michigan. Disputes resulting from these Agreement or the relationship with the Client hereto shall be resolved under the Arbitration Association of Michigan in the county of Livingston.

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

The Firm does not accept or charge performance-based fees or provide side by side management comparisons.

Item 7 - Types of Clients / Minimum Account Size

We offer services to accredited investors, qualified purchasers and retail clients as defined by the federal securities laws. These may include, but not limited to, the following types of Clients:

- Individuals/High Net Worth Individuals
- Trusts
- Non-profit entities
- Qualified Plan Sponsors

The Firm sets an account minimum of $250,000, which may be waived by the IAR, based on the needs of the Client and the complexity of the situation.

For retail Clients, accounts must be held at a qualified custodian designated for retail Clients. The respective custodian has its own account opening, maintenance, and compliance requirements. Each account must be approved by the respective custodian.

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

Investing in securities involves risk of loss which the Client should be prepared to bear. No amount of analysis or diversification can wholly account for or eliminate market volatility and systematic risk. Investment strategies will be subject to methods of analysis by the TPIA, the Firm and/or its IARs as described herein.

A. Methods of Analysis

Methods of analysis and investment strategies include charting, fundamental, tactical, cyclical, and technical analysis, independent research, and asset allocation implementation strategies. Proprietary programs and software may be used to identify market points where either “buy” or “sell” signals are recognized. These signals assist the portfolio managers and/or IAR’s in implementing the specified management strategies of the various managed programs. Quantitative analysis can also be used when analyzing securities. This analysis uses current and historical pricing information to help identify trends in both the domestic and foreign equity and fixed income markets. Technical indicators such as moving averages and trend lines may be further used to identify entry and exit points. Various fundamental data such as overall economic conditions, industry outlook, interest rates and political climate are also considered.

The Firm and its IARs methods of analysis may include some of the following criteria: analysis pertaining to the selection of Third-Party Portfolio Managers as well as the following criteria: income, risk tolerance, sector, market capitalization, long term needs and objectives.

B. Investment Strategy

The Firm’s Client may participate in a variety of strategies which generally fall into either of the following categories: active, passive or a combination of both investment management styles.

Active Investment Management

Active asset management may entail periodic evaluation and investment selection in accordance with the goals and objectives of each Client. The Client will have two options to participate in active investment management, either by their IAR or a TPIA or a combination thereof within. For detailed information on active investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

Passive Investment Management

Passive asset management entails selecting investments based on appropriateness with regards to each Client's risk tolerance, goals, and objectives.

Once investments are chosen, they are usually held for the long term and only replaced and/or rebalanced as appropriate with regards to changing market conditions and/or the IAR or TPIA's management style. For detailed information on passive investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

IARs may use several investment strategies, securities, products, and concepts to best help implement and achieve each Client goals, objective and risk tolerance including but not limited to:

- Long-term purchases (more than one year)
- Short-term purchases (less than one year)
- Fixed Insurance products
- Relative value
- Long/short & Leveraged ETFs & Mutual Funds
- Tactical rotation
- Sector rotation
- Alternative investments
- Options Strategies

The Firm also analyzes the type of investment strategy each TPIA provides. The Firm will determine if that strategy is an effective vehicle to achieve particular investment objectives and if the strategy is within the broad risk tolerances of the Client.

Third-Party Portfolio Manager or TPIA Review:

Third-Party Portfolio managers (TPIA) and Sub-Advisors providing sub-advisory services to the Firm's Client(s) are reviewed periodically to determine their ongoing utility to the Firm, IAR, and the Client. The criteria may include but are not limited to review of current and past performance history, investment costs, assets under management, MAR ratios (measurement of returns adjusted for risk) and other methods of review.

C. Risk of Loss

Investment Risk

The Client should consider the investment objective, risks, charges, and expenses carefully before investing. The strategies and analyses detailed above involve exposure to risks, as there is no guarantee that any investment model or strategy will achieve its stated investment objectives, including the possible loss of the principal amount invested. Investments are not FDIC insured, may lose value, and have no bank guarantees.

Item 9 - Disciplinary Information

Registered Investment Advisor Firms must disclose all material facts regarding any legal or disciplinary events material to your evaluation of our advisory and asset management services provided by the Firm and the integrity of the Management Team. Our Firm nor any of its management persons has been the subject of any legal or disciplinary events.

There are no administrative proceedings before the SEC, federal regulatory agency, state regulatory agency or any foreign financial regulatory authority involving our Firm.

There are no self-regulatory organization (SRO) proceedings against our Firm.

Our Firm values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence of any IAR or Firm with whom you are currently engaged or intend to engage for Advisory Services of any kind. A detailed background of any Firm and/or IAR can be found on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. By entering the CRD number of the IAR or Firm, additional information may be found. You can search for our Firm with its CRD number which is 154494. The individual IAR information can be found by entering their CRD number, which can be found on the IAR's ADV2B Supplement supplied to you, or by searching their name.

The Firm may employ IARs that have incurred disciplinary events while being supervised under a previous RIA Firm and/or Broker Dealer. Before the IAR can join our Firm, the IAR will be evaluated to make sure that any previous disciplinary events and the corrective actions have been properly met. The Firm, with the agreement of the IAR, may provide a heightened supervision program for a period of time to ensure the IAR continues to follow all corrective action(s) requirements as specified by the regulatory organization and/or our Firm compliance officer. The Client is encouraged to review the IAR's ADV2B for any such disciplinary events, if any.

Item 10 - Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

The Firm does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker-dealer.

B. Commodity Affiliation

The Firm does not have anyone registered or pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Relationships/Conflicts

IARs of the Firm may have outside business activities once reviewed and approved by the Firm.

IARs of the Firm may be licensed and appointed to sell insurance products through various insurance companies. These insurance products including but not limited to life insurance, disability, Health & Medicare supplement insurance and fixed or indexed annuities, may be offered through a Firm approved Independent Marketing Organization or Broker General Agency herein collectively referred to as the "IMO", to assist the IARs with fulfilling their Client's risk and planning needs, as necessary. One of the firm approved IMO's is the Entry Point Advisor Network, Inc. with a DBA of Elite Advisors Edge. IARs will receive commissions and may receive other incentives paid directly from the insurance carrier. These commissions are in addition to and separate from the advisory fees charged. This creates a monetary conflict through the benefit of common control of Elite Advisors Edge, which is owned by Kristin Briggs, spouse of Ronald J. Briggs, Jr., the Founder, Principal, CCO, and an IAR of Caitlin John, LLC. These conflicts are mitigated because clients are not obligated to implement insurance product recommendations made by the IARs. Additionally, the Firm does not receive any commission compensation for the sale of insurance products by its IARs from the IMO. As a fiduciary, the Firm's IARs will act in the best interest of the Client, independent of the amount of commission received.

Under unique and rare circumstances, IARs may qualify for a forgivable loan that may be offered by the Firm. This loan is independent of the IAR and does not increase any fees charged to the Client. In order for a qualifying IAR to have their loan forgiven, they must meet certain production and length of service requirements. As such, this may create a conflict of interest as IARs may be incentivized to advise you to maintain your assets within advisory service programs or accounts in order to fulfill the terms of the forgivable loan agreement. This conflict is mitigated because the IAR must act in a fiduciary capacity at all times.

Ronald J. Briggs, Jr. is the Founder, Owner, & Chief Investment Strategist of A Smarter Way To Invest, Inc. ("ASWTI"). ASWTI is a TPIA and a SEC registered investment advisor firm which solely offers asset management services to Registered Investment Advisory Firms. It grants such Firms access to ASWTI's various proprietary and non-proprietary dynamic asset allocation strategies and investment models. The Firm's IARs may recommend ASWTI's portfolio management services to the Client. This may create a conflict due to the fact that Ronald J. Briggs, Jr. is also the owner of Caitlin John, LLC which will financially benefit from the Client's assets being placed with ASWTI. This conflict can be mitigated as the Firm's IARs working with the Client can choose from numerous third-party money

managers/sub-advisors made available to them by the Firm through the custodial and other third-party platforms. The Firm's IARs are not required to use a TPIA.

The Firm will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

All Service and Support Persons of the Firm are employed through a single management company called Entry Point Advisor Network ("EPAN"). EPAN is owned under common control by Kristin Briggs, spouse of Ronald J. Briggs. EPAN employs business development advisors to recruit, support, and service IARs of Caitlin John, LLC. These internal business development advisors are both W-2 and 1099 employees and receive compensation in the form of a salary. Part of this compensation may reflect compensation based on the total AUM of the Firm or IARs they support.

D. Advisor Recommendations

The Firm may recommend other TPIAs for the Client as stated above. The Firm may receive compensation directly or indirectly from outside TPIAs . Please see **Item 10.C. Relationship/Conflicts** for further details.

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

A. Code of Ethics

Our Firm has adopted a Code of Ethics ("COE") which sets forth high ethical standards of business conduct that we require of our personnel, including compliance with applicable federal securities laws.

The Firm and our personnel owe a fiduciary duty, loyalty, fairness, and good faith towards the Client. They have an obligation to adhere not only to the specific provisions of the COE but to the general principles that guide the COE.

Our COE includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm's access persons. Among other things, our COE also requires the disclosure of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement, and record-keeping provisions by the Firm's Compliance Department.

The Firm's COE further includes the Firm's policy prohibiting the use of material non-public information relating to the Client's account portfolios or transactions of the Firm. While we do not believe that we have any particular access to non-public information, all Firm personnel are reminded that such information may not be used in a personal or professional capacity. Firm personnel will not disclose any non-public information relating to the business or operations of the Firm unless properly authorized to do so.

A copy of our Code of Ethics is available to our advisory Client and prospective Client. You may request a copy by email sent to info@cjadvisor.com, or by calling us on (810) 355-1325.

B. Material Financial Interest and Conflict of Interest

The Firm's IARs and Access Persons may buy or sell securities for themselves through the same and/or a non-associated custodian of the Firm. We monitor such transactions for compliance with the provisions of Section 206(3) of the Advisers Act governing principal transactions for the advisory Client.

The Firm's IARs and Access Persons currently have no material financial interest in any publicly traded securities. IARs and Access Persons shall avoid any action, whether for personal profit or otherwise, that results in a conflict of interest with the Firm's Client's accounts, or which may otherwise be detrimental to the interests of the Client of the Firm. The Firm's IARs and Access Persons will not attempt to improperly use influence for their personal benefit.

Our Code of Ethics is designed to ensure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of our advisory Client and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our Firm and/or individuals associated with our Firm may buy or sell for their personal account securities identical to or different from those recommended to our Client or TPIA. In addition, any related persons may have an interest or position in certain securities which may also be recommended to the Client.

At no time will the Firm or any associated person of the Firm transact in any security to the detriment of any Client. The Client's needs are considered first.

C. Same Securities Purchase and Conflicts of Interest

The Firm and its Access Persons may buy or sell securities that are also held by the Client. In order to mitigate conflicts of interest such as front running, Access Persons are required to disclose all reportable securities transactions, and brokerage accounts both at Schwab as well as held at outside custodians. All Access Persons using a non-associated custodian must forward all brokerage account statements to the Compliance Department or link their brokerage account(s) to our Firm's trade monitoring software.

D. Client Securities/Trades and Concurrent Firm Securities Transactions - Conflicts of Interest

The Firm does not have a material financial interest in any securities being recommended. However, Firm Access Persons may buy or sell securities at the same or later times they buy or sell securities for the Client. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide the Firm with copies of their brokerage statements or link their brokerage account(s) to our Firm's trade monitoring software.

Item 12 - Brokerage Practices

A. Soft Dollar Benefits

The Firm does have access to various research and tools as a soft dollar benefit from Charles Schwab Corporation ("Schwab"). Because the Firm receives such soft dollar benefits, the Firm may have an incentive to select or recommend a particular broker dealer based on interest in receiving such research and tools made available. The Firm does not charge the Client brokerage commissions or additional fees of any kind to obtain these benefits.

The Firm may recommend other custodians or Trust companies for certain asset types and self-directed IRA's not able to be held at our current custodian.

B. Brokerage for Client Referrals

The Firm does not currently receive any Client referrals from any broker-dealer or any third-party entity.

C. Directed Brokerage

The Firm will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

The Firm recommends Schwab for each Client's brokerage account. Schwab is used for the purposes of trade execution and custodial management. Additionally, certain TPIA programs are only made available on this platform. While the Client may find similar or unique programs offered elsewhere, the Client choosing to use certain TPIAs may find that their services are limited to certain custodians. Even though the IAR has the obligation, as a fiduciary, to best execute the Client's trades and transactions, it is possible that the IAR may not be able to achieve the most favorable execution of the Client's transactions in every case. This practice may or may not cost the Client more or less money. The Firm's

IARs and TPIAs, acting as fiduciaries, will always act in the best interest of the Client and will always try to achieve the best possible trade execution on behalf of all Client accounts.

D. Aggregate of Client Trades

Schwab allows the Firm's IARs to aggregate the Client orders using omnibus trading (block trades) for the discretionary purchase and sale of securities in their models and allocations. Schwab allows for the aggregation of orders for any of the Firm's IARs managing their Clients' accounts.

In certain circumstances, the Firm's IARs may, to best serve the Client, place non-aggregated individual trading orders. Non-Aggregated orders may be placed for an individual Client to meet the Client asset management strategy and other needs including but not limited to distributions, Required Minimum Distributions ("RMD"), unusual/extraordinary circumstances, raise cash, or at the request from a Client. The Client may incur additional costs by not aggregating their trade orders.

Item 13 - Review of Accounts

The Firm's IARs are expected to have an investment account review with each Client, on a regular basis. The Client may request additional reviews by contacting their IAR. Additionally, reviews can be requested by the Client with their IAR anytime in order to inform them of a life-changing event that may affect a change to the following criteria: income needs, risk tolerance, a change in their long-term needs, goals, or objectives.

The Client can review the status of their accounts at any time by going online to www.schwab.com to review their portfolio, statements, tax information, trade & transaction confirmations, fee billing, current balances, etc.

Item 14 - Client Referrals and Other Compensation

The Firm does not currently have arrangements, nor receives compensation for any Client referrals.

Item 15 - Custody

The Client will create an account with a full-service custodian, Schwab. Their assets will be held in the Client's own name. The Firm will never have custody of any assets or securities in the Client's account. As per **regulatory interpretation**, the Firm is considered to have a form of indirect custody, due to the fact that the Firm authorizes the custodian to withdraw and pay advisory and management fees to the Firm and/or the Sub-Advisor as agreed upon and authorized by the Client as per the Investment Management Agreement.

The Firm and its IARs advise the Client to always review their statements carefully. If the Client finds any discrepancies or has any questions, concerns, or simply forgot how to access their account online, they can contact their IAR, call 1-810-355-1325 and ask for the Client Relations Manager, or email your concerns to info@cjadvisor.com.

Item 16 - Investment Discretion

The Client may choose to have a discretionary or non-discretionary asset management account with the Firm. Discretionary asset management accounts allow your IAR or TPIA to place trades in your account without contacting you prior to each trade to obtain permission.

Our discretionary authority includes the ability to do the following without contacting the Client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell.

This decision will be made with your IAR at the time you open your account and is determined by choosing the discretionary or non-discretionary authority when completing the Investment Management

Agreement. The Client may also change/amend such limitations by once again providing us with written instructions.

Item 17 - Voting Client Securities

The Firm, IAR or TPIAs do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request, we will answer questions about voting for a specific proxy solicitation.

Item 18 - Financial Information

Under no circumstances does the Firm require or solicit traditional advisory fees for asset under management (AUM) services in excess of $1,200.00 per Client more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement.

As a Firm that has discretionary authority and a form of limited custody of the Client's accounts via the custodian directly deducting the Client fees from their accounts, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Currently, there are no financial conditions that would impair our ability to meet our contractual commitments to the Clients. Should any arise, the Firm will notify the Client according to SEC guidelines.

Our Firm has not been the subject of a bankruptcy petition at any time.