

# Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning CRD# 175341

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March 5, 2018

# FORM ADV PART 2A DISCLOSURE BROCHURE

This brochure provides information about the qualifications and business practices of Mallini Complete Financial Planning LLC. If you have any questions about the contents of this brochure, contact us at 352-221-9300. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Mallini Complete Financial Planning LLC is available on the SEC's website at <a href="https://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>.

Mallini Complete Financial Planning LLC is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

# **Item 2 Summary of Material Changes**

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

Since the filing of our last annual updating amendment, dated March 24, 2017 we have no material changes to report.

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# **Item 4 Advisory Business**

#### **Description of Firm**

Mallini Complete Financial Planning LLC is a registered investment adviser based in Gainesville, Florida. We are organized as a Limited Liability Company (LLC) under the laws of the State of Florida and are currently conducting business as "Together" and/or "Together Planning". We have been providing investment advisory services since June 2015. We are owned by George Thomas ("Tom") Mallini, Judson ("Jud") T. Mallini, Lia Mallini Bertelson, Virginia Mallini Knoll, and Teresa F. Kelly.

The following paragraphs describe our services and fees. Refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Mallini Complete Financial Planning LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

#### **Portfolio Management Services**

We offer discretionary and non-discretionary portfolio management services. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for portfolio management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf. As part of our portfolio management services, we may customize an investment portfolio for you according to your risk tolerance and investing objectives. Alternatively, we may invest your assets according to one or more model portfolios developed by our firm. Once we construct an investment portfolio for you, or select a model portfolio, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing.

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

#### **Financial Planning Services**

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

you, designed to help you achieve your stated financial goals and objectives. Your written plan will be made available to you through your client portal. Upon client request, we will deliver the written plan via email.

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

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

#### **Advisory Consulting Services**

We offer consulting services that primarily involves advising clients on specific financial-related topics. The topics we address may include, but are not limited to, risk assessment/management, investment planning, financial organization, or financial decision making/negotiation.

#### **Wrap Fee Programs**

We do not participate in any wrap fee program.

#### **Types of Investments**

We primarily offer advice on equity securities ("stocks"), corporate debt securities ("bonds"), master limited partnerships ("MLPs"), mutual funds and exchange traded funds ("ETFs"). Additionally, we may advise you on various types of investments based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship. You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

#### **Assets Under Management**

As of December 31, 2017, we provide continuous management services for \$30,888,430 in client assets on a discretionary basis, and \$1,497,535 in client assets on a non-discretionary basis

# **Item 5 Fees and Compensation**

#### **Portfolio Management Services**

Our fee for portfolio management services is based on a percentage of the assets in your account and is set forth in the following annual fee schedule:

#### **Annual Fee Schedule**

Assets Under Management	Annual Fee
\$0 - \$500,000	0.90%
\$500,001 - \$1,500,000	0.80%
\$1,500, 001 - \$2,500,000	0.70%
\$2,500,001 and above	0.60%

Our annual portfolio management fee is billed and payable, quarterly in arrears, based on the balance at end of billing period.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

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

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.
- We send you an invoice showing the amount of the fee, the value of the assets on which the
  fee is based, the time period covered by the fee, and the specific manner in which the fee was
  calculated.
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all
  amounts dispersed from your account including the amount of the advisory fee paid directly to
  our firm.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian call our main office number located on the cover page of this brochure.

You may terminate the portfolio management agreement upon Written notice. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

#### **Financial Planning Services**

We charge an ongoing monthly or quarterly service charge for our financial planning services of \$100 monthly or \$300 quarterly. For advisory clients to whom we manage assets of \$250,000 or more, the ongoing financial planning service fee will be waived. The monthly or quarterly service charge is assessed per household and is billed and payable monthly or quarterly in arrears. Payment is due upon invoice.

Our fees are negotiable depending upon the complexity and scope of the plan, your financial situation, your objectives, and individual client circumstances. At the firm's sole discretion, the monthly or quarterly service fee may be waived or discounted based on individual client circumstances (for example, prior client relationship). We do not require you to pay fees six or more months in advance and in excess of \$500. Should the engagement last longer than six months between acceptance of financial planning agreement and delivery of the financial plan, any prepaid unearned fees will be promptly returned to you less a pro rata charge for bona fide financial planning services rendered to date.

You may terminate the financial planning agreement by providing written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement. However, if you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

#### **Advisory Consulting Services**

We charge an hourly fee of \$200 for advisory consulting services. Our consulting fee is negotiable depending upon the scope and complexity of the services to be rendered and individual client circumstances. Our consulting fee is payable upon completion of the agreed upon consulting services. For information on our brokerage practices, refer to the *Brokerage Practices* section of this brochure.

You may terminate the advisory consulting services agreement upon written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the agreement, which means you will incur advisory fees only for the services rendered. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

#### **Additional Fees and Expenses**

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

#### **IRA Rollover Considerations**

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

An employee will typically have four options:

- 1. Leaving the funds in your employer's (former employer's) plan.
- 2. Moving the funds to a new employer's retirement plan.
- 3. Cashing out and taking a taxable distribution from the plan.
- 4. Rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

- 1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
  - a. Employer retirement plans generally have a more limited investment menu than IRAs.
  - b. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
- 2. Your current plan may have lower fees than our fees.
  - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
  - b. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
- 3. Our strategy may have higher risk than the option(s) provided to you in your plan.
- 4. Your current plan may also offer financial advice.
- 5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 70.5.
- 6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
  - a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
- 7. You may be able to take out a loan on your 401k, but not from an IRA.
- 8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
- 9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
- 10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

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

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described in the *Fees and Compensation* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

# **Item 7 Types of Clients**

We offer investment advisory services to individuals, including high net worth individuals, families, charitable organizations, and corporations or other businesses entities.

In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we have the right to terminate your account if it falls below a minimum size which, in our sole opinion, is too small to manage effectively.

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

#### **Our Methods of Analysis and Investment Strategies**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

**Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

**Risk:** The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

**Cyclical Analysis** - a type of technical analysis that involves evaluating recurring price patterns and trends. Economic/business cycles may not be predictable and may have many fluctuations between long-term expansions and contractions.

**Risk:** The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

**Modern Portfolio Theory (MPT)** - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

**Risk:** Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

**Long-Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

**Risk:** Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

**Short-Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

**Risk:** Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

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

#### **Tax Considerations**

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Moreover, custodians and broker-dealers must report the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

#### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

#### Recommendation of Particular Types of Securities

We primarily offer advice on equity securities ("stocks"), corporate debt securities ("bonds"), master limited partnerships ("MLPs"), mutual funds and exchange traded funds ("ETFs"). However, we may advise on other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

**Stocks:** There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, better established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") are but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

**Bonds:** Corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; interest rate movements (Interest Rate Risk); when the bond is set to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

**Master Limited Partnerships**: Master Limited Partnerships ("MLPs") were designed similarly like an investment pooling vehicle with a specific goal in mind; to pass the income earned in some form of partnership directly to investors. In short, an MLP combines the pass-through tax treatment of a traditional partnership with the public tradability of a stock, much like a real estate investment trust does for the ownership of property. Annual tax reporting will consist of a K-1 instead of a traditional 1099.

Mutual Funds and ETFs: Mutual funds and exchange traded funds (ETFs) are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. Exchange traded funds differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

# **Item 9 Disciplinary Information**

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management. We do not have any required disclosures under this item.

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

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

1. broker-dealer, municipal securities dealer, or government securities dealer or broker.

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

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

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

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

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

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

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

#### **Personal Trading Practices**

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

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

### **Item 12 Brokerage Practices**

We recommend the brokerage and custodial services of TD Ameritrade, Inc., a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. We believe that TD Ameritrade, Inc. provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by TD Ameritrade, Inc., including the value of the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of the services TD Ameritrade, Inc. provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

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

We do not have any soft dollar arrangements.

#### **TD Ameritrade Institutional**

We participate in the institutional advisor program (the "Program" offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits from TD Ameritrade through our participation in the Program. As disclosed above, we participate in TD Ameritrade's institutional customer program and we may recommend TD Ameritrade to you for custody and brokerage services. There is no direct link between our participation in the Program and the investment advice we give you, although we receive economic benefits through our participation in the Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to your accounts); the ability to have advisory fees deducted directly from your accounts; access to an electronic communications network for order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by TD Ameritrade through the Program may benefit us but may not benefit your accounts. These products or services may assist us in managing and administering your accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by us or our personnel through participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to you, we endeavor at all times to put your interests first. You should be aware, however, that the receipt of economic benefits by us or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

#### **Brokerage for Client Referrals**

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

#### **Directed Brokerage**

We routinely require that you direct our firm to execute transactions through TD Ameritrade, Inc. As such, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services. Not all advisers require their clients to direct brokerage.

#### **Block Trades**

We combine multiple orders for shares of the same securities purchased for discretionary advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each client's order. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

We do not block trade for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than clients who enter into discretionary arrangements with our firm.

#### Item 13 Review of Accounts

#### Portfolio Management Reviews

Tom Mallini, Member and investment adviser representative of Together Planning; Judson Mallini, Member and investment adviser representative of Together Planning; Lia Bertelson, Member and investment adviser representative of Together Planning; and Teresa Kelly, Member and investment adviser representative of Together Planning; will monitor your accounts on an ongoing basis. On a quarterly basis we will review your account performance and allocations to ensure the advisory services provided to you are consistent with your investment needs and objectives. At least annually your investment adviser representative will meet with you to formally review your account. Additional reviews may be conducted based on various triggering circumstances, including, but not limited to: contributions and withdrawals, year-end tax planning, market moving events, security specific events, and/or changes in your risk/return objectives.

The individuals conducting reviews may vary from time to time, as personnel join or leave our firm.

We will provide you with additional or regular written reports in conjunction with account reviews. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc. You will receive trade confirmations and monthly or quarterly statements from your account custodian(s).

#### Financial Planning Reviews

Judson Mallini, Member and investment adviser representative of Together Planning; and Lia Bertelson, Member and investment adviser representative of Together Planning; will monitor your financial plans periodically and will conduct a formal review of your financial plan at least annually to ensure that the planning advice made to you is consistent with your stated investment needs and objectives. Generally, we will contact you periodically to determine whether any additional updates may

be needed based on changes in your circumstances. Changed circumstances may include, but are not limited to marriage, divorce, birth, death, inheritance, lawsuit, retirement, job loss and/or disability, among others.

We recommend meeting with you at least annually to review and update your plan if needed. Additional reviews will be conducted upon your request. Written updates to the financial plan will be provided in conjunction with the review and will be made available to you through your client portal. Upon client request, we will deliver the written plan via email. If you implement financial planning advice, you will receive trade confirmations and quarterly statements from relevant custodians.

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

We do not receive any compensation from any third party in connection with providing investment advice to you nor do we compensate any individual or firm for client referrals.

Refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

# **Item 15 Custody**

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

We will also provide you with an invoice reflecting the amount of the advisory fee deducted from your account. You should compare our invoice with the account statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your invoice, or if you did not receive an account statement from your custodian, contact us immediately at the telephone number on the cover page of this brochure.

#### **Item 16 Investment Discretion**

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and the appropriate trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Refer to the *Advisory Business* section in this brochure for more information on our discretionary management services.

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

# **Item 17 Voting Client Securities**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

#### **Item 18 Financial Information**

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$500 in fees six or more months in advance nor have we filed a bankruptcy petition at any time in the past ten years. Therefore, we are not required to include a financial statement with this brochure.

# Item 19 Requirements for State-Registered Advisers

Refer to the Part(s) 2B for background information about our principal executive officers, management personnel and those giving advice on behalf of our firm.

Our firm is not actively engaged in any business other than giving investment advice that is not already disclosed above.

Neither our firm, nor any persons associated with our firm are compensated for advisory services with performance-based fees. Refer to the *Performance-Based Fees and Side-By-Side Management* section above for additional information on this topic.

Neither our firm, nor any of our management persons have any reportable arbitration claims, civil, self-regulatory organization proceedings, or administrative proceedings.

Neither our firm, nor any of our management persons have a material relationship or arrangement with any issuer of securities.

#### **Item 20 Additional Information**

#### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

If you decide to close your account(s) we will adhere to our privacy policies, which may be amended from time to time.

If we make any substantive changes in our privacy policy that would further permit or require disclosures of your private information, we will provide written notice to you. Where the change is based on permitted disclosures, you will be given an opportunity to direct us as to whether such disclosure is acceptable. Where the change is based on required disclosures, you will only receive written notice of the change. You may not opt out of the required disclosures.

If you have questions about our privacy policies contact our main office at the telephone number on the cover page of this brochure and ask to speak to the Chief Compliance Officer.

#### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, you will keep the profit.

However, for accounts custodied at TD Ameritrade Inc., as of April 1, 2014, if a profit results from correcting the trade, you will not retain the profit as all net gains (positive error accounts balances resulting from trade corrections) will be moved to a TD Ameritrade error account and subsequently donated to charity.

#### **Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.



# George T. "Tom" Mallini

# Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning

2631 NW 41st Street Suite E2 Gainesville, FL 32606

Telephone: 352-221-9300

www.togetherplanning.com

March 24, 2017

FORM ADV PART 2B
BROCHURE SUPPLEMENT

This brochure supplement provides information about George T. Mallini that supplements the Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning brochure. You should have received a copy of that brochure. Contact us at 352-221-9300 if you did not receive Mallini Complete Financial Planning LLC's brochure or if you have any questions about the contents of this supplement.

Additional information about George T. Mallini (CRD # 6467042) is available on the SEC's website at www.adviserinfo.sec.gov.

# Item 2 Educational Background and Business Experience

#### George "Tom" Mallini

Year of Birth: 1948

Formal Education After High School:

University of South Alabama, BS, Business Administration, 1966 - 1970

#### Business Background:

- Mallini Complete Financial Planning LLC d/b/a Together Planning, Member, 03/2015 Present
- Merchants & Southern Bank, President/CEO, 11/1985 05/2015
- Ameris Bank, President of Merchants & Southern Bank, a Division of Ameris Bank, 05/2015 -10/2015

# **Item 3 Disciplinary Information**

Form ADV Part 2B requires disclosure of certain criminal or civil actions, administrative proceedings, and self-regulatory organization proceedings, as well as certain other proceedings related to suspension or revocation of a professional attainment, designation, or license. Tom Mallini has no required disclosures under this item.

#### **Item 4 Other Business Activities**

Tom Mallini serves on the community board of Ameris Bank f/k/a Merchant & Southern Bank. Mr. Mallini's duties as a community board member do not create a conflict of interest to his provision of advisory services through Mallini Complete Financial Planning LLC. Mr. Mallini receives \$400 per month in compensation from Ameris Bank for participation on the community board. Mr. Mallini spends approximately 1 hour per month in this capacity.

# **Item 5 Additional Compensation**

Refer to the *Other Business Activities* section above for disclosures on Mr. Mallini's receipt of additional compensation as a result of his other business activities.

# **Item 6 Supervision**

In the supervision of our associated persons, advice provided is limited based on the restrictions set by Together Planning, and by internal decisions as to the types of investments that may be included in client portfolios. We conduct periodic reviews of client holdings and documented suitability information to provide reasonable assurance that the advice provided remains aligned with each client's stated investment objectives and with our internal guidelines.

My supervisor is: Teresa F. Kelly, Chief Compliance Officer

Supervisor phone number: 352-221-9300

# **Item 7 Requirements for State Registered Advisers**

Tom Mallini does not have any reportable arbitration claims, has not been found liable in a reportable civil, self-regulatory organization or administrative proceeding, and has not been the subject of a bankruptcy petition.



Judson T. Mallini, CFP<sup>®</sup> 12724 Gran Bay Parkway West Suite 410 Jacksonville, FL 32258

Telephone: 904-476-7758

# Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning

2631 NW 41st Street, Suite E2 Gainesville, FL 32606

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**April 2, 2018** 

FORM ADV PART 2B BROCHURE SUPPLEMENT

This brochure supplement provides information about Judson T. Mallini that supplements the Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning brochure. You should have received a copy of that brochure. Contact us at 352-221-9300 if you did not receive Mallini Complete Financial Planning LLC's brochure or if you have any questions about the contents of this supplement.

Additional information about Judson T. Mallini (CRD # 5164003) is available on the SEC's website at <a href="https://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>.

# Item 2 Educational Background and Business Experience

Judson T. Mallini, CFP®

Year of Birth: 1973

Formal Education After High School:

The University of Alabama, BS Biology, 1995

Business Background:

- Mallini Complete Financial Planning LLC d/b/a Together Planning, Financial Planner, 08/2015 -Present
- Prudential Securities, LLC, Financial Advisor, 6/2006 8/2015

Certifications: CFP®

The CERTIFIED FINANCIAL PLANNER<sup>TM</sup>, CFP<sup>®</sup> and federally registered CFP<sup>®</sup> (with flame design) marks (collectively, the "CFP<sup>®</sup> marks") are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. ("CFP Board").

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 63,000 individuals have obtained CFP® certification in the United States. To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- <u>Education</u> Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- <u>Experience</u> Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- <u>Ethics</u> Agree to be bound by CFP Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP<sup>®</sup> professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP<sup>®</sup> marks:

- <u>Continuing Education</u> Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a

fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP<sup>®</sup> professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP<sup>®</sup> certification.

# **Item 3 Disciplinary Information**

Form ADV Part 2B requires disclosure of certain criminal or civil actions, administrative proceedings, and self-regulatory organization proceedings, as well as certain other proceedings related to suspension or revocation of a professional attainment, designation, or license. Mr. Judson T. Mallini has no required disclosures under this item.

#### **Item 4 Other Business Activities**

Judson T. Mallini is a Principal of Tech Stack Consulting Inc., a consulting firm that offers technology consulting to registered investment advisers. Mr. Mallini's duties as a Principal of Tech Stack Consulting Inc. do not create a conflict of interest to his provision of advisory services through Together Planning. Mr. Mallini spends approximately 1 hour per week in this capacity.

# **Item 5 Additional Compensation**

Refer to the *Other Business Activities* section above for disclosures on Mr. Mallini's receipt of additional compensation as a result of his other business activities.

Also, refer to the *Fees and Compensation* and *Other Financial Industry Activities and Affiliations* section(s) of Together Planning's firm brochure for additional disclosures on this topic.

# **Item 6 Supervision**

In the supervision of our associated persons, advice provided is limited based on the restrictions set by Together Planning, and by internal decisions as to the types of investments that may be included in client portfolios. We conduct periodic reviews of client holdings and documented suitability information to provide reasonable assurance that the advice provided remains aligned with each client's stated investment objectives and with our internal guidelines.

My supervisor is: Teresa F. Kelly, Chief Compliance Officer

Supervisor phone number: 352-221-9300

# **Item 7 Requirements for State Registered Advisers**

Judson T. Mallini does not have any reportable arbitration claims, has not been found liable in a reportable civil, self-regulatory organization or administrative proceeding, and has not been the subject of a bankruptcy petition.



## Lia Bertelson 10929 Crabapple Road, Suite 203-D Roswell, GA 30075

Telephone: 470-443-1808

# Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning

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March 5, 2018

# FORM ADV PART 2B BROCHURE SUPPLEMENT

This brochure supplement provides information about Lia Bertelson that supplements the Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning brochure. You should have received a copy of that brochure. Contact us at 352-221-9300 if you did not receive Mallini Complete Financial Planning LLC's brochure or if you have any questions about the contents of this supplement.

Additional information about Lia Bertelson (CRD # 6469786) is available on the SEC's website at <a href="https://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>.

# Item 2 Educational Background and Business Experience

#### Lia Bertelson

Year of Birth: 1977

Formal Education After High School:

- University of North Carolina, BS Business Administration (Minor: Spanish), 1999
- University of Georgia, MA Religion, 2005
- Kennesaw State University, State Teacher Certification, Foreign Language Education, 2008 Business Background:
  - Mallini Complete Financial Planning LLC d/b/a Together Planning, Member, 2/2015 Present
  - Mallini Complete Financial Planning LLC d/b/a Together Planning, Investment Adviser Representative, 5/2016 - Present
  - St. David's Episcopal Preschool, Teacher, 9/2013 5/2017
  - Stay at home mom and homemaker, 2/2009 5/2016
  - Roswell United Methodist Preschool & Kindergarten, Teacher, 9/2014 5/2016
  - Carter for Governor, Inc., Accounting Manager, 11/2013 3/2015
  - St. Martin's Episcopal School, Teacher, 8/2007 2/2009
  - Atlanta Public Schools, Teacher 7/2005 6/2007
  - SunTrust Banks, Inc., Portfolio Specialist 6/2003 6/2005
  - SunTrust Banks, Inc., Associate 8/1999 5/2003

# **Item 3 Disciplinary Information**

Form ADV Part 2B requires disclosure of certain criminal or civil actions, administrative proceedings, and self-regulatory organization proceedings, as well as certain other proceedings related to suspension or revocation of a professional attainment, designation, or license. Ms. Lia Bertelson has no required disclosures under this item.

#### **Item 4 Other Business Activities**

Lia Bertelson is not actively engaged in any other business or occupation (investment-related or otherwise) beyond her capacity as Member and Investment Adviser Representative of Together Planning. Moreover, Ms. Bertelson does not receive any commissions, bonuses or other compensation based on the sale of securities or other investment products.

# **Item 5 Additional Compensation**

Lia Bertelson does not receive any additional compensation beyond that received as an Member and Investment Adviser Representative of Together Planning.

# **Item 6 Supervision**

In the supervision of our associated persons, advice provided is limited based on the restrictions set by Together Planning, and by internal decisions as to the types of investments that may be included in client portfolios. We conduct periodic reviews of client holdings and documented suitability information to provide reasonable assurance that the advice provided remains aligned with each client's stated investment objectives and with our internal guidelines.

My supervisor is: Teresa F. Kelly, Chief Compliance Officer

Supervisor phone number: 352-221-9300

# **Item 7 Requirements for State Registered Advisers**

Lia Bertelson does not have any reportable arbitration claims, has not been found liable in a reportable civil, self-regulatory organization or administrative proceeding, and has not been the subject of a bankruptcy petition.



# Teresa F. Kelly

# Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning

2631 NW 41st Street Suite E2 Gainesville, FL 32606

Telephone: 352-221-9300

March 24, 2017

FORM ADV PART 2B BROCHURE SUPPLEMENT

This brochure supplement provides information about Teresa F. Kelly that supplements the Mallini Complete Financial Planning LLC d/b/a Together and/or Together Planning brochure. You should have received a copy of that brochure. Contact us at 352-221-9300 if you did not receive Mallini Complete Financial Planning LLC's brochure or if you have any questions about the contents of this supplement.

Additional information about Teresa F. Kelly (CRD # 6603281) is available on the SEC's website at <a href="https://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>.

# Item 2 Educational Background and Business Experience

# Teresa F. Kelly

Year of Birth: 1969

Formal Education After High School:

Florida State University, BS Finance, 1991

#### Business Background:

- Mallini Complete Financial Planning LLC d/b/a Together Planning, Chief Compliance Officer/Investment Adviser Representative, 1/2017 - Present
- Mallini Complete Financial Planning LLC d/b/a Together Planning, Chief Operating Officer, 1/2016 - Present
- M & S Bank (a Division of Ameris Bank), CFO/COO, 2/1994 5/2015

# **Item 3 Disciplinary Information**

Form ADV Part 2B requires disclosure of certain criminal or civil actions, administrative proceedings, and self-regulatory organization proceedings, as well as certain other proceedings related to suspension or revocation of a professional attainment, designation, or license. Ms. Teresa F. Kelly has no required disclosures under this item.

#### **Item 4 Other Business Activities**

Teresa F. Kelly is not actively engaged in any other business or occupation (investment-related or otherwise) beyond her capacity as Chief Compliance Officer and Investment Adviser Representative of Together Planning. Moreover, Ms. Kelly does not receive any commissions, bonuses or other compensation based on the sale of securities or other investment products.

# **Item 5 Additional Compensation**

Teresa F. Kelly does not receive any additional compensation beyond that received as an Chief Compliance Officer and Investment Adviser Representative of Together Planning.

# **Item 6 Supervision**

In the supervision of our associated persons, advice provided is limited based on the restrictions set by Together Planning, and by internal decisions as to the types of investments that may be included in client portfolios. We conduct periodic reviews of client holdings and documented suitability information to provide reasonable assurance that the advice provided remains aligned with each client's stated investment objectives and with our internal guidelines.

As the Chief Compliance Officer of Mallini Complete Financial Planning LLC, Teresa F. Kelly supervises the advisory activities of our firm, including herself. Teresa Kelly can be reached at 352-221-9300.

# **Item 7 Requirements for State Registered Advisers**

Teresa F. Kelly does not have any reportable arbitration claims, has not been found liable in a reportable civil, self-regulatory organization or administrative proceeding, and has not been the subject of a bankruptcy petition.