

# **Erickson Financial Group, LLC**

# Form ADV Part 2A – Disclosure Brochure

## Effective: March 13, 2023

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Erickson Financial Group, LLC ("Erickson Financial" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (484) 209-5270.

Erickson Financial is a registered investment advisor registered with U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Erickson Financial to assist you in determining whether to retain the Advisor.

Additional information about Erickson Financial and its Advisory Persons is available on the SEC's website at <u>www.adviserinfo.sec.gov</u> by searching with the Advisor's firm name or CRD# 299818.

#### Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Erickson Financial. For convenience, the Advisor has combined these documents into a single disclosure document.

Erickson Financial believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Erickson Financial encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

#### Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

#### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

You may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with the Advisor's firm name or CRD# 299818. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (484) 209-5270.

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## Item 4 – Advisory Services

#### A. Firm Information

Erickson Financial Group, LLC ("Erickson Financial" or the "Advisor") is a registered investment advisor registered with the U.S. Securities and Exchange Commission ("SEC"). The Advisor is organized as a limited liability company ("LLC") under the laws of the State of Pennsylvania. Erickson Financial was founded in December 2013 and became a registered investment advisor in February 2019. Erickson Financial is owned and operated by Kerry D. Erickson (Managing Partner) and Timothy J. Erickson (Partner and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Erickson Financial.

## **B. Advisory Services Offered**

Erickson Financial offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and retirement plans (each referred to as a "Client").

Erickson Financial serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Erickson Financial's fiduciary commitment is further described in the Advisor's Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

Erickson Financial provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Erickson Financial works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Erickson Financial typically constructs investment portfolios utilizing exchange-traded funds ("ETFs"), low-cost mutual funds and individual equity securities. The Advisor may, at times, advise upon or utilize other types of investments, to meet the needs of particular Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax implications.

Erickson Financial's investment approach is primarily long-term focused, but the Advisor may buy, sell or reallocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Erickson Financial will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Erickson Financial evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Erickson Financial may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Erickson Financial may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Erickson Financial may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based

account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

At no time will Erickson Financial accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

#### **Financial Planning Services**

Erickson Financial will typically provide a variety of financial planning and consulting services to Clients, either as a component of investment management or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Erickson Financial may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

Erickson Financial provides retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company/sponsor (the "Plan Sponsor") The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Oversight Services (ERISA 3(21))
- Plan Participant Enrollment and Education Tracking
- Ongoing Investment Recommendation and Assistance
- Performance Reporting
- Benchmarking Services

These services are provided by Erickson Financial serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Erickson Financial's fiduciary status, the specific

services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

#### C. Client Account Management

Prior to engaging Erickson Financial to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- <u>Establishing an Investment Strategy</u> Erickson Financial, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and destinations.
- <u>Asset Allocation</u> Erickson Financial will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- <u>Portfolio Construction</u> Erickson Financial will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- <u>Investment Management and Supervision</u> Erickson Financial will provide investment management and ongoing oversight of the Client's investment portfolio.

#### **D. Wrap Fee Programs**

Erickson Financial does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Erickson Financial.

#### E. Assets Under Management

As of December 31, 2022, Erickson Financial manages \$113,920,345 in Client assets, \$112,545,555 of which are managed on a discretionary basis and \$1,374,790 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

#### A. Fees for Advisory Services

#### Investment Management Services

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of each month. Investment advisory fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
First \$250,000	1.00%
Next \$250,000	0.90%
Next \$500,000	0.80%
Next \$1,000,000	0.70%
Next \$1,000,000	0.60%
Over \$3,000,000	0.50%

Certain legacy Clients may have fee schedules that differ from the above. The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Erickson Financial will be

independently valued by the Custodian. Erickson Financial will conduct periodic reviews of the Custodian's valuations.

The Advisor's fee is exclusive of, and in addition to any applicable transaction and custody fees, and other related costs and expenses described in Item 5.C. below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### **Financial Planning Services**

Erickson Financial may include financial planning services as part of the overall investment advisory fee or offer services separately. Standalone engagements are offered either on an hourly basis or for a fixed fee. The hourly fee is \$300 per hour. Fixed fee engagements are based on the expected number of hours to complete the engagement at the Advisor's hourly rate and range from \$600 to \$3,000. An estimate for total hours and/or costs will be provided prior to engaging for these services. Fees may be negotiable based on the scope of services, the complexity of the services to be provided, the experience of the Advisory Person delivering the services, and the overall relationship with the Advisor.

#### **Retirement Plan Advisory Services**

Fees for retirement plan advisory services are charged an annual asset-based fee up to 0.50%, billed monthly in arrears, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management at the end of each month. Fees may be negotiable depending on the size and complexity of the Plan.

#### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the end of each month. The amount due is calculated by applying the monthly rate (annual rate divided by 12) to the total assets under management with Erickson Financial at the end of the month. Clients will be provided with a statement, generally monthly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Erickson Financial to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### **Financial Planning Services**

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s].

#### **Retirement Plan Advisory Services**

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

#### C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Erickson Financial, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Erickson Financial are separate and distinct from these custody and execution fees.

In addition, all fees paid to Erickson Financial for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are

described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the service provided by Erickson Financial, but would not receive the services provided by Erickson Financial, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Erickson Financial to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

#### **D. Advance Payment of Fees and Termination**

#### Investment Management Services

Erickson Financial may be compensated for its services at the end of the month after investment management services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### **Financial Planning Services**

Erickson Financial may be partially compensated for its services at the start of a planning engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Advisor will promptly refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

Erickson Financial is compensated for its services at the end of the month after retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### E. Compensation for Sales of Securities

Erickson Financial does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Certain Advisory Persons are also licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of the Advisor who are insurance agents have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

Erickson Financial does not charge performance-based fees for its investment advisory services. The fees charged by Erickson Financial are as described in Item 5 above and <u>are not</u> based upon the capital appreciation of the funds or securities held by any Client.

Erickson Financial does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## Item 7 – Types of Clients

Erickson Financial offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and retirement plans. Erickson Financial does not require a minimum size to establish an advisory relationship.

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

#### A. Methods of Analysis

Erickson Financial primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from Erickson Financial are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, Erickson Financial generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Erickson Financial will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Erickson Financial may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

#### **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Erickson Financial will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the

analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment approach:

#### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

#### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

#### Leveraged ETF Risks

Leveraged ETFs seek to deliver multiples of the performance of the index or benchmark they track. These ETFs attempt to deliver some multiple of an index's daily returns (positive or negative). Please consider the implications to both the upside and the downside of multipliers. While it may seem that a 2x multiplier is a benefit in an up-market cycle' it is important to remember that the same multiplier applies when the ETF moves against the market. This could potentially result in significant losses, and highlights the additional risk associated with Leveraged ETFs.

#### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

#### Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Erickson Financial or its management **person[s].** Erickson Financial values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are on the Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with the Advisor's firm name or CRD# 299818.

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

#### Insurance Agency Affiliations

Certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Erickson Financial. As an insurance professional,

Erickson Financial Group, LLC 33 South 7th Street Suite 300 Allentown, PA 18101 Phone: (484) 209-5270 | Fax (484)450-8712 https://www.ericksonfinancialgroup.com

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Advisory Persons will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation, contractually or otherwise, to implement any recommendations made by the Advisory Persons or the Advisor.

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

## A. Code of Ethics

Erickson Financial has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Erickson Financial ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Erickson Financial and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Erickson Financial's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (484) 209-5270.

## **B.** Personal Trading with Material Interest

Erickson Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Erickson Financial does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Erickson Financial does not have a material interest in any securities traded in Client accounts.

## C. Personal Trading in Same Securities as Clients

Erickson Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

## D. Personal Trading at Same Time as Client

While Erickson Financial allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. At no time will Erickson Financial, or any Supervised Person of Erickson Financial, transact in any security to the detriment of any Client.

## Item 12 – Brokerage Practices

## A. Recommendation of Custodian[s]

Erickson Financial does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Erickson Financial to direct trades to the Custodian as agreed in the investment advisory agreement. Further, Erickson Financial does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Erickson Financial does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a brokerdealer/custodian not recommended by Erickson Financial. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Erickson Financial may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices.

Erickson Financial will generally recommend that Clients establish their accounts at TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade"). TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer and member FINRA/SIPC. TD Ameritrade will serve as the Clients' "qualified custodian". TD Ameritrade offers to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade through its participation in the program.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars -** Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. Erickson Financial does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from TD Ameritrade. Please see Item 14 below.

**2.** Brokerage Referrals - Erickson Financial does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3.** *Directed Brokerage -* All Clients are serviced on a "directed brokerage basis", where Erickson Financial will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the Custodian, Erickson Financial will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Erickson Financial will execute its transactions through the Custodian as authorized by the Client.

Erickson Financial may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

## Item 13 – Review of Accounts

## A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Erickson Financial. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

#### **B.** Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Erickson Financial if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

#### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## Item 14 – Client Referrals and Other Compensation

## A. Compensation Received by Erickson Financial

Erickson Financial may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Erickson Financial may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

As disclosed under Item 12, above, the Advisor participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

## **B.** Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

## Item 15 – Custody

All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Erickson Financial to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Erickson Financial to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

## Item 16 – Investment Discretion

Erickson Financial generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Erickson Financial. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Erickson Financial will be in accordance with each Client's investment objectives and goals.

## Item 17 – Voting Client Securities

Erickson Financial does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

## Item 18 – Financial Information

Neither Erickson Financial, nor its management, have any adverse financial situations that would reasonably impair the ability of Erickson Financial to meet all obligations to its Clients. Neither Erickson Financial, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. Erickson Financial is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor <u>does not</u> collect advance fees of \$1,200 or more for services to be performed <u>six months</u> or more in the future.

# Form ADV Part 2B – Brochure Supplement

for

Kerry D. Erickson, ChFC<sup>®</sup> Managing Partner

## Effective: March 13, 2023

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Kerry D. Erickson (CRD# 4528342) in addition to the information contained in the Erickson Financial Group, LLC ("Erickson Financial" or the "Advisor", CRD# 299818) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the content of the Erickson Financial Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (484) 209-5270.

Additional information about Mr. Erickson is available on the SEC's Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with his full name or his Individual CRD# 4528342.

## Item 2 – Educational Background and Business Experience

Kerry D. Erickson, born in 1965, is dedicated to advising Clients of Erickson Financial as a Managing Partner. Mr. Erickson earned a Masters of Divinity, Theology from Moravian College in 1993. Mr. Erickson also earned a Bachelor of Science in Mathematics, Computer Science and Education from Adrian College in 1987. Additional information regarding Mr. Erickson's employment history is included below.

#### **Employment History:**

Managing Partner, Erickson Financial Group, LLC	02/2019 to Present
Financial Advisor, MML Investors Services, Inc. [dba Erickson Financial Group]	04/2002 to 02/2019
Insurance Agent, MassMutual Life Insurance Company	04/2002 to 02/2019

## Chartered Financial Consultant® (ChFC®)

The Chartered Financial Consultant<sup>®</sup> (ChFC<sup>®</sup>) program prepares you to meet the advanced financial planning needs of individuals, professionals and small business owners. You'll gain a sustainable advantage in this competitive field with in-depth coverage of the key financial planning disciplines, including insurance, income taxation, retirement planning, investments and estate planning. The ChFC<sup>®</sup> requires three years of full-time, relevant business experience, nine two-hour course specific proctored exams, and 30 hours of continuing education every two years. Holders of the ChFC<sup>®</sup> designation must adhere to The American College's Code of Ethics.

Program Objectives:

- Function as an ethical, competent and articulate practitioner in the field of financial planning
- Utilize the intellectual tools and framework needed to maintain relevant and current financial planning knowledge and strategies.
- Apply financial planning theory and techniques through the development of case studies and solutions.
- Apply in-depth knowledge in a holistic manner from a variety of disciplines; namely, estate planning, retirement planning or non-qualified deferred compensation.

## Item 3 – Disciplinary Information

*There are no legal, civil or disciplinary events to disclose regarding Mr. Erickson.* Mr. Erickson has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Erickson.

Securities laws require an advisor to disclose any instances where the advisor or its Advisory Persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. *As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Erickson.* 

However, the Advisor encourages Clients to independently view the background of Mr. Erickson on the Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with his full name or his Individual CRD# 4528342.

## Item 4 – Other Business Activities

#### **Insurance Agency Affiliations**

Mr. Erickson is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Erickson's role with Erickson Financial. As an insurance professional, Mr. Erickson will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Erickson is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict

of interest in recommending certain products of the insurance companies. Clients are also under no obligation to implement any recommendations made by Mr. Erickson.

## Item 5 – Additional Compensation

Mr. Erickson has additional business activities where compensation is received that are detailed in Item 4 above.

#### Item 6 – Supervision

Mr. Erickson serves as a Managing Partner of Erickson Financial and is supervised by Timothy Erickson, the Chief Compliance Officer. Timothy Erickson can be reached at (484) 209-5270.

Erickson Financial has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Erickson Financial. Further, Erickson Financial is subject to regulatory oversight by various agencies. These agencies require registration by Erickson Financial and its Supervised Persons. As a registered entity, Erickson Financial is subject to examinations by regulators, which may be announced or unannounced. Erickson Financial is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

# Form ADV Part 2B – Brochure Supplement

for

Timothy J. Erickson Partner, Chief Compliance Officer

## Effective: March 13, 2023

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Timothy J. Erickson (CRD# 6152283) in addition to the information contained in the Erickson Financial Group, LLC ("Erickson Financial" or the "Advisor", CRD# 299818) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the content of the Erickson Financial Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (484) 209-5270.

Additional information about Mr. Erickson is available on the SEC's Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with his full name or his Individual CRD# 6152283.

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## Item 2 – Educational Background and Business Experience

Timothy J. Erickson, born in 1983, is dedicated to advising Clients of Erickson Financial as a Partner and the Chief Compliance Officer. Mr. Erickson earned a Bachelor of Arts from Georgetown University in 2006. Additional information regarding Mr. Erickson's employment history is included below.

#### **Employment History:**

Partner and Chief Compliance Officer, Erickson Financial Group, LLC	02/2019 to Present
Associate Partner, MML Investors Services, LLC [dba Erickson Financial Group]	12/2012 to 01/2019

## Item 3 – Disciplinary Information

*There are no legal, civil or disciplinary events to disclose regarding Mr. Erickson.* Mr. Erickson has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Erickson.

Securities laws require an advisor to disclose any instances where the advisor or its Advisory Persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. *As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Erickson.* 

However, the Advisor encourages Clients to independently view the background of Mr. Erickson on the Investment Adviser Public Disclosure website at <u>www.adviserinfo.sec.gov</u> by searching with his full name or his Individual CRD# 6152283.

#### Item 4 – Other Business Activities

Mr. Erickson is dedicated to the investment advisory activities of the Advisor's Clients. Mr. Erickson does not have any other business activities.

## Item 5 – Additional Compensation

Mr. Erickson is dedicated to the investment advisory activities of the Advisor's Clients. Mr. Erickson does not receive any additional forms of compensation.

## Item 6 – Supervision

Mr. Erickson serves as a Partner and the Chief Compliance Officer of Erickson Financial. Mr. Erickson can be reached at (484) 209-5270.

Erickson Financial has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Erickson Financial. Further, Erickson Financial is subject to regulatory oversight by various agencies. These agencies require registration by Erickson Financial and its Supervised Persons. As a registered entity, Erickson Financial is subject to examinations by regulators, which may be announced or unannounced. Erickson Financial is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## **Privacy Policy**

Effective: March 13, 2023

#### **Our Commitment to You**

Erickson Financial Group, LLC ("Erickson Financial" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Erickson Financial (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Erickson Financial does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

#### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

#### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

## What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

## How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

## How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Erickson Financial does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Erickson Financial or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Erickson Financial does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

## **Changes to our Privacy Policy**

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

## Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting the Advisor at (484) 209-5270.