

**Item 1 Cover Page**

**POGSON & MATT WEALTH MANAGEMENT GROUP, LLC**

6930 E. CHAUNCEY LANE, SUITE 295  
PHOENIX, AZ 85054  
(602) 282-0186  
[www.PogsonMatt.com](http://www.PogsonMatt.com)

March 29, 2017

**This brochure provides information about the qualifications and business practices of Pogson & Matt Wealth Management Group, LLC. If you have any questions about the contents of this brochure, please contact us at (602) 282-0186. 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. Registration as a registered investment advisor does not imply a certain level of skill or training.**

**Additional information about Pogson & Matt Wealth Management Group, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **Item 2 Material Changes**

There have been no material changes to this Brochure since the date of the last annual update noted below.

The material changes discussed above are only those changes that have been made to this brochure since the firm's last annual update of the brochure. The date of the last annual update of the brochure was March 30, 2016.

Item 3 Table of Contents

Brochure

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

## **Item 4 Advisory Business**

### **A. Description of Advisory Firm**

Pogson & Matt Wealth Management Group, LLC (“Pogson & Matt” or “Advisor”) is a registered investment advisory firm registered with the state of Arizona since January 7, 2011.

The Principal Owner(s) of Pogson & Matt are:

- Ronald D. Gregg, Portfolio Manager
- James L. Matt, Portfolio Manager
- William J. Mullenmeister, Portfolio Manager
- Kenneth S. Pogson, Portfolio Manager

### **B. Description of Advisory Services Offered**

#### Advisory Services

Pogson & Matt Wealth Management Group, LLC (“Pogson & Matt” or “Advisor”) principal service is providing fee-only investment advisory services and financial planning services. The Advisor practices custom management of portfolios, on a discretionary basis, according to the client’s objectives. The Advisor’s primary approach is to use a tactical allocation strategy aimed at reducing risk and increasing performance. The Advisor uses exchange listed securities, corporate debt securities, CDs, municipal securities, mutual funds, and United States government securities to accomplish this objective. The Advisor measures and selects mutual funds by using various criteria, such as the fund manager’s tenure, and/or overall career performance. The Advisor may recommend, on occasion, redistributing investment allocations to diversify the portfolio in an effort to reduce risk and increase performance. The Advisor may recommend specific stocks to increase sector weighting and/or dividend potential. The Advisor may recommend employing cash positions as a possible hedge against market movement which may adversely affect the portfolio. The Advisor 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, or any risk deemed unacceptable for the client’s risk tolerance.

Pogson & Matt will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will Pogson & Matt accept or maintain custody of a client’s funds or securities.

#### Selection of Other Advisors

Pogson & Matt may periodically recommend and refer clients to unaffiliated money managers or investment advisors (“Sub-advisors”). Through these arrangements, the client will then enter into a separate advisory agreement with the Sub-advisor authorizing them to assist and advise the client in establishing investment objectives and develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such services, the Sub-advisor will charge an investment advisory fee, billed quarterly in advance; based initially on the account asset value at the time the account is

established, and subsequently on the value of the account at the end of the previous quarter.

Where some or all of the client accounts are managed by Sub-advisors selected and introduced by the Advisor, Pogson & Matt will provide ongoing client services over those assets such as the completion and updating of client profiles and account opening paperwork, and the selection, monitoring and oversight of the Sub-advisors. The Sub-advisor will add Pogson & Matt's Management Fee (described in Item 5 below) to its investment advisory fee and will deduct the overall fee from the client account quarterly in advance based on the fair market value of the account at the end of the preceding quarter. In certain legacy accounts, the Management Fee and the Sub-advisor's investment advisory fee are disclosed to the client and agreed to in the advisory agreement between the Sub-advisor and the client.

Pogson & Matt will ensure that all third party Sub-advisors recommended to clients will be either an investment advisor registered with the client's state securities bureau, the Securities Exchange Commission, or exempt from such registrations. The client, prior to entering into an agreement with a Sub-advisor selected by Pogson & Matt, will be provided with that manager's Form ADV Part 2 (or a brochure that makes the appropriate disclosures). In addition, Pogson & Matt and its client will agree in writing that the client's account will be managed by that selected Sub-advisor on a discretionary basis.

#### Financial Planning

In addition to investment supervisory services, Pogson & Matt may provide Financial Planning Services to some of its clients. The Advisor's Financial Planning services may include recommendations for portfolio customization based on their client's investment objectives, goals and financial situation. Financial Planning Services may also include recommendations relating to investment strategies as well as tailored investment advice.

Pogson & Matt may also provide general non-securities advice on topics including tax planning, estate planning, business planning, retirement planning, education planning, budgeting and cash flow. Fees are billed at a rate of \$250 per hour and are paid as services are rendered. Fees are negotiable. Pre-payment of fees will not exceed \$500 per client, 6 months in advance.

Pursuant to California Rule 260.235.2, a conflict exists between the interests of the investment adviser or associated persons and the interest of the client; the client is under no obligation to act upon the investment adviser's or associated person's recommendation; if the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the investment adviser, the associated person when the person is an agent with a licensed broker-dealer or through any associate or affiliate of such person.

---

Pursuant to the California Code of Regulations Subsection (j) of Rule 260.238, Advisor discloses that the Client may receive lower fees from other sources for comparable services.

### **C. Client Tailored Services and Client Imposed Restrictions.**

Pogson & Matt will tailor its advisory services to its client's individual needs based on meetings and completion of a client profile. If clients wish to impose certain restrictions on investing in certain securities or types of securities, the Advisor will address those restrictions with the client to have a clear understanding of the client's requirements.

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

As described in Item 5 A. & B. below, some clients will be charged a Management Fee that is inclusive of both the fee to Pogson & Matt for advisory services as well as custodial and securities execution fees charged by the custodian and executing broker-dealer (except for short-term trading or redemption fees), while other clients will pay a Management Fee to Pogson & Matt and pay the custodial and securities execution fees directly to the custodian and executing broker-dealer from their brokerage account. The specific client circumstances will be defined in the agreement between the client and Pogson & Matt. Those clients choosing the inclusive Management Fee alternative will be provided with a copy of the Pogson & Matt Wealth Management Group, LLC Wrap Brochure.

A wrap fee program is defined as one where a fee is charged to the account that is not based directly on transactions in the account, and includes both the investment advisory services and the costs of executing the transactions in the account. Pogson & Matt offers both all-inclusive and separate pricing options to clients. Pogson & Matt provides its services to all clients in the same way, as described throughout this brochure, no matter which pricing option is chosen. Management Fees for the inclusive pricing option are typically higher than Management Fees where the client pays securities transactions and/or custody costs separately.

### **E. Assets Under Management.**

As of December 31, 2016, Pogson & Matt had \$62,400,000 in discretionary client assets under management.

## **Item 5 Fees and Compensation**

### **A. & B. Compensation for its advisory services.**

#### Asset Management Fees

Pursuant to an investment advisory contract signed by each client, the client will pay Pogson & Matt an annual Management Fee, payable quarterly in advance, based on the amount of the assets to be managed by the Advisor as of the last business day of each quarter. The Management Fee will be in the range of .35% to 2.00% based on several factors including whether the Management Fee includes transaction costs or not, the complexity of the strategy to be implemented for the client, the type and complexity of the underlying securities used to construct the portfolios, whether a Sub-advisor provides investment advisory services to the assets, and the size of the overall client relationship managed by the Advisor. Where some or all of the client account is managed by Sub-advisors selected and introduced by the Advisor as described under "*Selection of Other Advisors*" in Item 4 above, Pogson & Matt's Management

Fee for that portion of the account being sub-advised will not exceed 1.25% per annum, and the total fee to the client will not exceed 3.00% per annum.

These fees may be negotiated under unusual circumstances, at the sole discretion of the Advisor. The Advisor may determine based on the circumstances of the overall client relationship, that certain accounts of a client may not be charged a Management Fee. Asset management fees will generally be directly deducted from the client account on a quarterly basis. In some cases, fees will not be directly deducted and the client will be invoiced on a quarterly basis. For those clients whose fees are directly deducted, the client will give written authorization permitting the Advisor to be paid directly from their account held by the custodian. In those cases, the custodian will send a quarterly statement to the client that will show the fee deduction transaction.

At no time will Pogson & Matt accept or maintain custody of a client's funds or securities except for authorized fee deduction. The Advisor treats the custodial and securities execution fees charged by the custodian and executing broker-dealer in one of two ways. Either the client is responsible for all costs and will pay them directly out of the account, or the Advisor's Management Fee will include all such costs and they will be paid by the Advisor. Therefore, in the former method, the client will pay the Management Fee solely for advisory services, and will also directly pay any transaction costs assessed by the executing broker-dealer or custodian, such as commissions and transaction fees. The latter method is typically characterized as a "wrap fee", where the Management Fee includes the investment advisory services as well as all transaction costs and the client pays only that Management Fee and no other costs concerning the trading and maintaining of the account. Generally, clients in the wrap fee accounts, with the transaction and custody costs included, will pay a higher Management Fee than those where those costs are not included in the fee. The specific arrangement for each client will be negotiated and defined in the investment advisory contract signed by each client.

#### Hourly Fee

Some clients will contract to have financial planning or non-securities advice provided based on an hourly fee rather than based on the assets under management. The Advisors hourly fee will be billed at a rate of \$250 per hour. The Advisors hourly fees will be negotiated and agreed upon by the parties in advance. Hourly fee-based clients are billed on a monthly basis upon completion of work performed.

#### **C. Additional Client Fees Charged.**

All fees paid to Pogson & Matt for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders and the product sponsor in the case of variable insurance products. Clients should be aware that there will be two layers of advisory fees and expenses for those assets. Clients will pay an advisory fee to the fund manager and other expenses as a shareholder of the fund. In the case of mutual funds that are fund of funds, there could be an additional layer of fees, including performance fees that may vary depending on the performance of the fund. These fees and expenses are described in each fund's, ETF's, or variable product's prospectus. Client will also pay Pogson & Matt the Management Fee with respect to those assets.

A client could invest in these products directly, without the services of Pogson & Matt. Therefore, clients could generally avoid the second layer of fees by not using the advisory services of Pogson & Matt and by making their own decisions regarding the investment. In that case, the client would not receive the services provided by Pogson & Matt which are designed, among other things, to assist the client in determining which products or services are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the product sponsor and the fees charged by Pogson & Matt to fully understand the total fees to be paid.

#### **D. Prepayment of Client Fees.**

As noted in item 5A&B, the quarterly management fee is payable in advance. Clients may request to terminate their advisory contract with Pogson & Matt, in whole or in part, by providing advance written notice. Upon termination, any fees paid in advance will be prorated to 30 days after the termination request and any excess will be refunded to client. Client's advisory agreement with the Advisor is non-assignable without client's written approval.

#### **E. External Compensation for the Sale of Securities to Clients.**

Neither the firm nor its supervised persons accepts compensation for the sale of securities or other investment products or asset-based sales charges, or service fees from the sale of mutual funds.

#### **Item 6 Performance-Based Fees and Side-by-Side Management**

Advisor does not charge performance-based fees.

#### **Item 7 Types of Clients**

The Advisor will offer its services to the following types of clients: individuals, pension and profit sharing plans, trusts, estates, or charitable organizations, and corporations or other business entities. As of December 31, 2015, the Advisor's clients consisted of individuals, and corporations or other business entities.

The Advisor's cumulative minimum account requirement for opening and maintaining an account is \$250,000. However, based on facts and circumstances the Advisor may, at its sole discretion, accept accounts with a lower value.

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

##### **A. Methods of Analysis and Investment Strategies.**

The Advisor may utilize fundamental or technical analysis techniques in formulating investment advice or managing assets for clients.

Fundamental analysis of businesses involves analyzing its financial statements and health, its management and competitive advantages and its competitors and markets. Fundamental analysis

is performed on historical and present data but with the goal of making financial forecasts. There are several possible objectives; to conduct a company stock valuation and predict its probable price evolution; to make a projection on its business performance; to evaluate its management and make internal business decisions and to calculate its credit risk.

Technical analysis is a method of evaluating securities by relying on the assumption that market data, such as charts of price, volume and open interest can help predict future (usually short-term) market trends. Technical analysis assumes that market psychology influences trading in a way that enables predicting when a stock will rise or fall.

Clients need to be aware that investing in securities involves risk of loss that the client needs to be prepared to bear.

#### **B. Investment Strategy and Method of Analysis Material Risks.**

The methods of analysis and investment strategies followed by the Advisor are utilized across all of the Advisor's clients, as applicable. One method of analysis or investment strategy is not more significant than the other as the Advisor is considering the client's portfolio, risk tolerance, time horizon and individual goals. However, the client should be aware that with any trading that occurs in the client account (and depending on the specific fee arrangement with the Advisor), the client may incur transaction and administrative costs.

#### **C. Security Specific Material Risks.**

The Advisor does not primarily recommend a particular type of security.

#### **Item 9 Disciplinary Information**

Neither the Advisor nor its management team has had any material legal or disciplinary events, currently or in the past.

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

##### **A. Broker-Dealer or Representative Registration.**

Neither the Advisor nor any of its management persons are registered as a representative of a broker-dealer or have an application pending to register as a broker-dealer.

##### **B. Futures or Commodity Registration.**

Neither the Advisor nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

### **C. Material Relationships Maintained by this Advisory Business and Conflicts of Interest.**

The Advisor does not currently have any relationships or arrangements that are material to its advisory business or clients with either a broker-dealer, municipal securities dealer, or government securities dealer or broker, investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or “hedge fund” or offshore fund), futures commission merchant, commodity pool operator, or commodity trading advisor, banking or thrift institution, insurance company, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer or sponsor of syndicator of limited partnerships.

Kenneth Pogson, Portfolio Manager, also performs seasonal tax return preparation services through an unaffiliated tax preparation company. The tax return clients are not advisory clients of Pogson & Matt, and therefore there are no conflicts of interest generated due to the receipt of additional compensation.

### **D. Recommendation or Selection of Other Investment Advisers and Conflicts of Interest.**

Pogson & Matt may recommend or select Sub-advisors for clients as described in Item 4A. In these circumstances, the asset management fee is negotiated between the Sub-advisor and the client. Pogson & Matt charges a separate service fee to the client for ongoing services concerning the assets managed by the Sub-advisor. This service fee is negotiated between Pogson & Matt and the client, and deducted from the client account by the Sub-advisor and remitted to Pogson & Matt. Pogson & Matt does not receive any portion of the management fee charged by the Sub-advisor.

---

The conflicts of interest disclosures made throughout this Brochure represent all material conflicts of interest concerning the Advisor’s ability to render unbiased and objective advice to clients.

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

### **A. Code of Ethics Description.**

Pogson & Matt is registered as a state registered investment advisor registered with the Arizona securities regulators and has adopted as an industry best practice a Code of Ethics that sets forth the basic policies of ethical conduct for all managers, officers, and employees of the adviser. In addition, the Code of Ethics governs personal trading by each employee of Pogson & Matt deemed to be an Access Person and is intended to ensure that securities transactions effected by Access Persons of Pogson & Matt are conducted in a manner that avoids any conflict of interest between such persons and clients of the adviser or its affiliates. Pogson & Matt collects and maintains records of securities holdings and securities transactions effected by Access Persons. These records are reviewed to identify and resolve conflicts of interest. Pogson & Matt will provide a copy of the Code of Ethics to any client or prospective client upon request.

**B. Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest.**

Other than the circumstance described in 5E, the Advisor and its related persons do not recommend to client, or buy or sell for client accounts, securities in which the firm or a related person has a material financial interest.

**C. Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest.**

Pogson & Matt and/or its Investment Advisory Representatives may from time to time purchase or sell products that they may recommend to clients. Pogson & Matt has adopted a Code of Ethics that sets forth the basic policies of ethical conduct for all managers, officers, and employees of the adviser. In addition, the Code of Ethics governs personal trading by each employee of Pogson & Matt deemed to be an Access Person and is intended to ensure that securities transactions effected by Access Persons of Pogson & Matt are conducted in a manner that avoids any actual or potential conflict of interest between such persons and clients of the adviser or its affiliates. Pogson & Matt collects and maintains records of securities holdings and securities transactions effected by Access Persons. These records are reviewed to identify and resolve potential conflicts of interest. Pogson & Matt's Code of Ethics is available upon request.

**D. Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest.**

See the response to Item 11C above.

**Item 12 Brokerage Practices**

**A. Factors Used to Select Broker-Dealers for Client Transactions.**

Advisor has discretionary authority to select the broker or dealer for custodial and execution services. Advisor will choose the broker or dealer to be used based on execution and custodial services offered, cost, quality of service and industry reputation. Advisor will consider factors such as commission price, speed and quality of execution, client management tools, and convenience of access for both the Advisor and client. Advisor may accept client accounts custodied at other broker-dealers if there is an existing relationship between the broker-dealer and client at Advisor's sole discretion.

Advisor participates in the institutional programs of multiple custodians that are unaffiliated SEC registered broker-dealers. These custodians offer independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from the custodian through its participation in the programs. (Please see the disclosure under Item 14 below.)

### **1.a.-f. Research and Other Soft Dollar Benefits.**

Except as otherwise disclosed in this Item and in Item 14, Advisor does not receive research or other products or services other than execution from a broker-dealer or third party as a result of client securities transactions.

### **2. Brokerage for Client Referrals.**

Advisor does not receive client referrals from any broker-dealer or third party as a result of the firm selecting or recommending that broker-dealer to clients.

### **3. Directed Brokerage.**

Advisor recommends that all clients use a particular broker-dealer for execution and/or custodial services. The broker-dealer is recommended based on criteria such as, but not limited to, reasonableness of commissions charged to the client, tools and services made available to the client and the Advisor, and convenience of access to the account trading and reporting. At its sole discretion, Advisor may accept client accounts held at other broker-dealers with whom the client has an existing relationship. Client will not pay a higher Management Fee because they do not use the broker-dealer recommended by the Advisor.

### **B. Trade Aggregation.**

Advisor may combine orders into block trades when more than one account is participating in the trade. This blocking or bunching technique must be equitable and potentially advantageous for each such account (e.g. for the purposes of reducing brokerage commissions or obtaining a more favorable execution price). Block trading is performed when it is consistent with the duty to seek best execution and is consistent with the terms of Advisor's investment advisory agreements. Equity trades are blocked based upon fairness to client, both in the participation of their account, and in the allocation of orders for the accounts of more than one client. Allocations of all orders are performed in a timely and efficient manner. All managed accounts participating in a block execution receive the same execution price (average share price) for the securities purchased or sold in a trading day. Any portion of an order that remains unfilled at the end of a given day will be rewritten on the following day as a new order with a new daily average price to be determined at the end of the following day. Due to the low liquidity of certain securities, broker availability may be limited. Open orders are worked until they are completely filled, which may span the course of several days. If an order is filled in its entirety, securities purchased in the aggregated transaction will be allocated among the accounts participating in the trade in accordance with the allocation statement. If an order is partially filled, the securities will be allocated pro rata based on the allocation statement. Advisor may allocate trades in a different manner than indicated on the allocation statement (non-pro rata) only if all managed accounts receive fair and equitable treatment. To ensure compliance with their fiduciary duties, accounts of the Advisor and its personnel will not be included in any such aggregated trading activities.

### **Item 13 Review of Accounts**

Accounts are monitored on an ongoing basis. Each Portfolio Manager of Pogson & Matt will review their client accounts. The triggering factors considered in trading accounts include circumstances such as where Pogson & Matt becomes aware of a change in client's investment objective, a change in market conditions, change of employment, re-balancing of assets to maintain proper asset allocation, trading signals indicated by portfolio software tools used by the Advisor, and any other activity that is discovered as the account is reviewed.

The client is encouraged to notify the Advisor and Investment Advisor Representative if changes occur in his/her personal financial situation that might materially affect his/her investment plan.

The client will receive written statements no less than quarterly from the trustee or custodian. In addition, the client will receive other supporting reports from Mutual Funds, Asset Managers, Trust Companies or Custodians, Insurance Companies, Broker/Dealers and others who are involved with client accounts.

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

#### **A. Economic Benefits Provided to the Advisory Firm From External Sources and Conflicts of Interest.**

Advisor participates in the institutional programs of multiple custodians that are unaffiliated SEC registered broker-dealers. These custodians offer independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from the custodian through its participation in the programs.

As disclosed under Item 12 above, Advisor participates in institutional programs of its custodians, and Advisor may recommend these custodians to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the programs and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the programs that are typically not available to the custodians' retail investors. These benefits include the 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 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 Advisor by third party vendors. The custodians may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by the custodians through the programs may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at these custodians. Other services made available by the custodians are intended

to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the programs do not depend on the amount of brokerage transactions directed to the custodians. As part of its fiduciary duties to clients, 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 Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of the custodians for custody and brokerage services.

## **B. Advisory Firm Payments for Client Referrals.**

Pogson & Matt does not directly or indirectly compensate any person who is not a supervised person for client referrals.

### **Item 15 Custody**

Except for the automatic deduction of the Management Fee, Advisor does not have custody of client assets.

### **Item 16 Investment Discretion**

Pogson & Matt generally has discretion over the selection and amount of securities to be bought or sold in client accounts or the broker-dealer to be used for the purchase or sale of securities without obtaining prior consent or approval from the client. However, these purchases or sales or the selection of the broker-dealer may be subject to specified investment objectives, guidelines, or limitations previously set forth by the client and agreed to by Pogson & Matt.

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 Pogson & Matt will be in accordance with each client's investment objectives and goals.

### **Item 17 Voting Client Securities**

Pogson & Matt will not vote, nor advise clients how to vote, proxies for securities held in client accounts. The client clearly keeps the authority and responsibility for the voting of these proxies. Also, Advisor cannot give any advice or take any action with respect to the voting of these proxies. The client and Advisor agree to this by contract. Clients will receive proxy solicitations from their custodian and/or transfer agent.

### **Item 18 Financial Information**

#### **A. Balance Sheet**

Advisor does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance, and is not required to file a balance sheet.

## **B. Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients.**

Pogson & Matt has discretionary authority over client accounts and is not aware of any financial condition that will likely impair its ability to meet contractual commitments to clients. If Pogson & Matt does become aware of any such financial condition, this brochure will be updated and clients will be notified.

## **C. Bankruptcy Petitions During the Past Ten Years.**

Pogson & Matt has never been the subject of a bankruptcy petition.

### **Item 19 Requirements for State-Registered Advisers**

#### **A. Principal Executive Officers**

Name: Ronald D. Gregg, Portfolio Manager  
Education: Bachelor of Science, Political Science, Indiana University, graduated 1991  
Business Experience:  
08/2010 to Present, Pogson & Matt Wealth Management Group, LLC, Portfolio Manager  
08/2014 to 04/2016, MGB Group LLC, Member (a non-operating company established as a conduit for accounting purposes)  
04/2010 to 12/2010, Cambridge Investment Research, Independent Registered Representative and Investment Advisory Representative  
01/2001 to 04/2010, Strategic Advisers, Inc., Investment Adviser Representative  
10/1995 to 04/2010, Fidelity Investments, Senior Account Executive

Name: James L. Matt, Portfolio Manager  
Education: Attended Suffolk University, Boston, MA  
Business Experience:  
08/2010 to Present, Pogson & Matt Wealth Management Group, LLC, Portfolio Manager  
08/2014 to 04/2016, MGB Group LLC, Member (a non-operating company established as a conduit for accounting purposes)  
09/2008 to 12/2010, Cambridge Investment Research, Independent Registered Representative and Investment Advisory Representative  
01/2009 to Present, JLM Asset Management, LLC, Member (a non-operating company established as a conduit for accounting purposes)  
06/2008 to 09/2008, TD Ameritrade, Investment Advisor  
09/2002 to 06/2008, Strategic Advisers, Inc., Investment Adviser Representative  
08/1999 to 06/2008, Fidelity Investments, VP/Senior Account Executive

Name: William J. Mullenmeister, Portfolio Manager & Chief Compliance Officer  
Education: MBA, Financial Services, University of Dallas, graduated 2004; Bachelor of Science, Business Management, minor in Speech Communication, St. Cloud State University, graduated 1991  
Business Experience:  
08/2010 to Present, Pogson & Matt Wealth Management Group, LLC, Portfolio Manager

10/2009 to 12/2010, Cambridge Investment Research, Independent Registered Representative and Investment Advisory Representative  
02/2000 to 10/2009, Strategic Advisers, Inc., Investment Adviser Representative  
07/1996 to 10/2009, Fidelity Investments, VP/Senior Account Executive

Name: Kenneth Pogson, Portfolio Manager  
Education: Bachelor of Business Administration – Finance, University of Houston, graduated 1982  
Business Experience:  
08/2010 to Present, Pogson & Matt Wealth Management Group, LLC, Portfolio Manager  
06/2007 to 12/2010, Cambridge Investment Research, Independent Registered Representative and Investment Advisory Representative  
01/2009 to Present, Pogson Asset Management, LLC, Member (a non-operating company established as a conduit for accounting purposes)  
05/2006 to 01/2008, Chase Paymentech, Merchant Sales  
01/1998 to 05/2006, Strategic Advisers, Inc., Investment Adviser Representative  
09/1987 to 04/2006, Fidelity Investments, Retirement Consultant

**B. Other Business Activities.**

Advisor is not engaged in any other business other than giving investment advice.

**C. Performance-Based Fee Description.**

Pogson & Matt does not charge performance-based fees.

**D. Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons.**

Management of Pogson & Matt has not been found liable in any arbitration, civil or disciplinary actions or administrative proceedings.

**E. Material Relationships Maintained by this Advisory Business or Management Persons with Issuers of Securities.**

There are no material relationships maintained by Pogson & Matt or its management persons with any issuers of securities other than as described in this Brochure.