

CLIENT DISCLOSURE BROCHURE



PLANPREP LLC
A REGISTERED INVESTMENT ADVISER
CRD # 139300

Burton F. Williamson, MBA, CFP®
Chief Compliance Officer
CERTIFIED FINANCIAL PLANNER™ Professional
Financial Strategist

300 E. Esplanade Drive, 9th Floor, Oxnard, CA 93036
805-910-9657

PlanPrep.com

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This brochure provides information about the qualifications and business practices of PlanPrep. If you have any questions about the contents of this brochure, please contact us at info@planprep.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about PlanPrep also is available on the Securities & Exchange Commission's website at www.adviserinfo.sec.gov. Note that this brochure has been filed, but has not been approved by the Securities & Exchange Commission or any state securities authority. Registration with the underlying authorities does not imply a certain level of skill or training.

Summary of Material Changes

1. PlanPrep's hourly rate has increased from \$130 to \$150. It is billed in 15 minute increments with a one hour minimum.

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Advisory Business

PlanPrep opened for business on June 26, 2006. Burt Williamson, MBA, CFP® is PlanPrep's principal, and the Chief Planning Strategist and Chief Compliance Officer. Burt was born April 9, 1960. He received a BA in economics from Columbia University, and an MBA in marketing from the University of Connecticut. He prepared for the CERTIFIED FINANCIAL PLANNER™ pre-certification through the College for Financial Planning. Burt is trusted nationwide to provide excellent financial advice with solid recommendations for each client's unique financial situation. He has been involved in thousands of financial matters for individuals and business owners since 1995.

Burt began his financial planning career with American Express® Financial Advisors. He became a member of the Advance Advisor Group and won awards for his exceptional financial planning skills. He gained invaluable experience at Hartford Life in advanced estate and business planning. Prior to launching PlanPrep, Burt served as the Senior Planning Specialist for LPL Financial, where he worked with advisors across the country to help them address their clients' financial planning matters - from the simple to extremely complex.

Burt is licensed to provide life, health and variable insurance products. His California insurance license is #0D33315.

FINANCIAL PLANNING SERVICES

PlanPrep creates tailored financial strategies for your unique financial situation based on your life goals and resources. We provide analyses with plain English summaries and specific action steps to help guide you toward your specific financial objectives.

Analyses are performed using PlanPrep's unique questionnaire and your confidential data. We use eMoneyAdvisor and Microsoft Excel to run calculations, and eMoney to provide you access to your financial plans and vault. Strategies include cash flow planning, cash management, education and retirement planning, business and estate planning, legacy and charitable planning, as well as disability, life and long-term care planning, income tax planning, and investment planning.

Potential Conflicts of Interest

Any material conflict of interest which could be reasonably expected to impair the rendering of unbiased and objective advice will be fully disclosed in advance. This may result from our creating a financial plan on your behalf followed with recommendations of investments and insurance products that you can place through PlanPrep and Burt Williamson. Note that you are under no obligation to implement to invest or purchase insurance through PlanPrep or Burt Williamson as a result of going through our financial planning process.

FIXED ANNUITIES - LIFE AND LONG TERM CARE INSURANCE

PlanPrep may recommend insurance products based on the results of a financial analysis of your existing coverage or we may suggest new coverage that is suitable for your particular needs through one of the many highly rated insurance providers with which we work.

Fees and Compensation

Financial Planning Fees

The fee is based on the complexity of your personal financial situation and the size and complexity of your asset mix. These fees may be negotiated before an agreement is signed. PlanPrep fees may be lower or waived in the future depending on the amount of investment management fees we collect.

<u>Value of Assets</u>	<u>Planning Fee Range</u>
Up to \$3,500,000	\$0 to \$2,500
\$3,500,001 to \$7,000,000	\$2,500 to \$5,000
\$7,000,000 plus	\$5,000 to \$50,000

Alternative Hourly Fee

PlanPrep will provide consultative services on an hourly basis at the rate of \$150 an hour in one or more areas. The fee is billable in 15 minute increments with a one hour minimum. Consulting services are available for situations that may not require a financial plan.

Investment Management Fees

PlanPrep provides investment management for a fee of 1% of assets under management charged at the beginning of each quarter or pro-rated for new investments for the balance of the quarter in which the investment is first made.

Business Valuation Fees

Business valuations are \$500 a year and charged separately from any financial planning fee.

21 Point Checklist Fees

PlanPrep offers document reviews at no charge, regardless of the client's assets under consideration. This does not involve any financial projections, only an assessment of the client's current situation along with essential documents to provide comprehensive advice beyond a financial plan.

Discontinuation of Financial Planning or Investment Management Engagement

Prior to the delivery of any advice to you, this Agreement may be terminated upon written notice by either party to the other. If either you or PlanPrep terminates this Agreement within five business days of its effective date, PlanPrep will refund to you the entire fee paid to PlanPrep. Upon termination, PlanPrep shall be under no obligation to deliver advice to you. This Agreement will terminate (and no refund will be available) upon receipt of any PlanPrep advice or management provided to you.

Performance-Based Fees and Side-By-Side Management

Not Applicable

Types of Clients

We provide financial advice for individuals, couples, families, baby boomers, trusts held for clients and their family members, senior executives, business owners, and pension and retirement plans owned or needed for business owner clients.

Method of Analysis, Investment Strategies and Risk of Loss

PlanPrep gathers all the necessary data from you and performs analyses using appropriate software for analysis purposes. Strategies include, but are not limited to: current position assessments; cash flow planning; cash management; education and retirement planning; business and estate planning; legacy and charitable planning; as well as disability, life and long-term care planning; income tax planning; and, investment planning.

PlanPrep provides specific and actionable advice. This may include investment recommendations for which we would provide asset management.

We offer a diversified blend of low cost exchange traded funds and fixed annuity strategies for assets that we manage for our clients.

You may implement the investment strategies on your own without our assistance. However, there may be substantial risk of loss with certain investments, requiring careful monitoring. All investments you decide to make on your own are at your own risk, as we have no method to monitor what you do on your own.

Note that the risk of loss with regard to fixed annuities only applies during the surrender period, after which your principal and any interest earned are guaranteed by the claims paying ability of the respective insurance company.

Coordinating With Your Other Professionals

PlanPrep's objective is to assure that your financial strategies are fully and properly implemented. PlanPrep will meet with you, your attorney, and/or accountant to assist with the development and implementation of your strategies. Hourly fees may apply for the time involved.

Disciplinary Information

Not Applicable

Other Financial Industry Activities and Affiliations

Not Applicable

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

CODE OF ETHICS

We at PlanPrep adhere to the code of ethics of the Financial Planning Association (FPA) and CFP Board. This reflects our commitment to help you achieve your life goals. In accordance with the founding documents created by the FPA's first board of directors, including the Memo of Intent and Bylaws, all PlanPrep employees are committed to this code of ethics. PlanPrep's Code of Ethics is in recognition of our responsibilities to the public, our clients, colleagues and our employees.

Integrity - PlanPrep shall offer and provide professional services with integrity. PlanPrep is placed by you in a position of trust and confidence. The ultimate source of such public trust is our personal integrity. In deciding what is right and just, we should rely on our integrity as the appropriate touchstone. Integrity demands honesty and candor, which must not be subordinated to personal gain and advantage. Within the characteristic of integrity, allowance can be made for innocent error and legitimate difference of opinion, but integrity cannot co-exist with deceit or subordination of one's principles. Integrity requires everyone at PlanPrep to observe not only the letter but also the spirit of this Code.

Objectivity - PlanPrep staff shall be objective in providing professional services to you. Objectivity requires intellectual honesty and impartiality. It is an essential quality for any professional. Regardless of the particular service rendered or the capacity in which PlanPrep staff functions, PlanPrep staff should protect the integrity of their work, maintain objectivity, and avoid subordination of their judgment that would be in violation of this Code.

Competence - PlanPrep staff shall provide services to you competently and maintain the necessary knowledge and skill to continue to do so in those areas in which we are engaged. One is competent only when he or she has attained and maintained an adequate level of knowledge and skill, and applies that knowledge effectively.

Competence also includes the wisdom to recognize the limitations of that knowledge and when consultation or referral to another professional is appropriate. In addition to assimilating the common body of knowledge required and acquiring the necessary experience, PlanPrep staff shall make a continuing commitment to learning and professional improvement.

Fairness - PlanPrep staff shall perform professional services in a manner that is fair and reasonable to you, principals, partners, and employers and shall disclose conflict(s) of interest(s) in providing such services. Fairness requires impartiality, intellectual honesty, and disclosure of conflict(s) of interest(s). It involves a subordination of one's own feelings, prejudices, and desires so as to achieve a proper balance of conflicting interests. Fairness is treating others in the same fashion that we would want to be treated and is an essential trait of our professional.

Confidentiality and Privacy - PlanPrep staff shall not disclose any of your confidential information without the specific written consent from you unless in response to proper legal process, to defend against charges of wrongdoing by PlanPrep staff or in connection with a civil dispute between PlanPrep and you. You create a relationship of personal trust and confidence with PlanPrep by engaging our services. This type of relationship can only be built upon the understanding that information supplied to PlanPrep and other information we may gather on your behalf is strictly confidential. In order for us to provide the services effectively and to protect your privacy, PlanPrep staff shall safeguard the confidentiality of such information.

Professionalism - The conduct of PlanPrep's staff shall reflect credit upon the profession in all matters. Because of the importance of the professional services rendered by PlanPrep, there are attendant responsibilities to behave with dignity and courtesy to all those who use those services and those in related professions.

Diligence - PlanPrep staff shall act diligently in providing professional services. Diligence is the provision of services in a reasonably prompt and thorough manner. Diligence also includes proper planning for and supervision of the rendering of professional services.

PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS

Burt Williamson may invest in the same securities or accounts that are recommended to Clients. Full disclosure will be made in writing of any investment recommendation for securities already held by Burt Williamson or any of the PlanPrep staff.

PlanPrep may share in insurance commissions with other advisors. PlanPrep does not charge a fee for insurance analysis or advice.

PERSONAL TRADING

Burt Williamson only conducts his personal transactions after you have implemented your investment strategies.

Brokerage Practices

We meet with our clients to determine with them the right blend of exchange traded funds in a diversified portfolio as well as the best percentage of assets to position in fixed annuities. Any trades are placed only after discussing the asset allocation with the client and receiving their permission to make purchases or rebalance the portfolio. PlanPrep is only compensated for assets we manage directly. We do not receive commissions on the purchase or sale of assets within a client brokerage account. We work with Shareholder Services Group, which clears all trades through Pershing LLC.

Brokerage for Client Referrals

Not Applicable

Directed Brokerage

Not Applicable

Review of Accounts

Financial Plan Reviews

These are performed by Burt Williamson to verify that your data is complete and entered accurately, and that reports show respective financial goals with appropriate projections. Annual reviews may be performed by Burt Williamson at an additional fee to assure that your goals and resources are still in proper alignment.

Portfolio Reviews

These are performed by Burt Williamson with you for any assets we manage on your behalf. We meet at least once a year and speak at least once a quarter. We may meet more often based on a schedule we arrange together.

Client Referrals and Other Compensation

The greatest compliment we can receive is a referral from a satisfied client, as you are PlanPrep's best form of advertising.

Custody

PlanPrep does not have custody of any client funds. We work with Shareholder Services Group, which uses Pershing LLC as sole custodian.

Investment Discretion

We do not have discretion. All transactions are discussed with the client prior to execution of any trades being made.

Voting Client Securities

We do not vote for any of our clients' positions.

Financial Information

Not Applicable

Requirements for State-Registered Advisers

Principal Executive Officer

Burton F. Williamson, MBA, CFP®

Residence: 1763 Jose Avenue, Camarillo, CA 93010

805-910-9657 office

650-730-6715 cell

Other Business Activities

Burt Williamson is an insurance agent for fixed annuities as well as life and long term care. PlanPrep's financial planning fees and investment management fees do not include advice on insurance needs or insurance products. Insurance advice is provided at no additional charge.

Other Important Disclosures

File Retention

PlanPrep may maintain backup copies electronically of all documents provided by you and generated for you for up to six (6) years after the completion of an engagement, or longer if required by law.

Disclaimer

PlanPrep and its employees are not authorized or licensed to give legal, tax, accounting and/or property and casualty advice, and you will retain your own attorney, tax advisor, accountant and/or property and casualty agent regarding these matters.

Privacy

All information and advice furnished by either party to the other shall be treated as confidential and proprietary, and shall not be disclosed to third parties except as required by law or to implement your plan.

PlanPrep agrees that any and all information submitted in accordance with the above paragraph shall be treated on a strictly confidential basis and will not be disclosed to anyone, except PlanPrep's agents and employees or to others of whom you and PlanPrep may agree in writing, or as may be required by law.

Notwithstanding language to the contrary, PlanPrep represents and warrants that it has appropriate measures to maintain the security and confidentiality of your information which PlanPrep may use, have knowledge of, or have access to as a result of its relationship with you under the terms of this Agreement. PlanPrep further represents and warrants that it will not use any personal information of yours for any purpose other than to carry out the activities that were intended under the terms of the PlanPrep Financial Planning Agreement or insurance application.

Required Education And Business Standards Of PlanPrep Staff

All current and future employees are required to abide by the PlanPrep Employment Agreement as well as the CFP® Code of Ethics, while maintaining strict confidentiality of all work performed, unless required to disclose by law enforcement. All investment adviser representatives and associated persons will meet the examination or experience requirements of the state(s) in which they provide investment advisory services. These standards survive PlanPrep employment indefinitely.

Arbitration

The Client hereby agrees that all controversies which may arise between the Client and PlanPrep concerning any advice or the construction, performance, or breach of this Agreement between the Client and PlanPrep, whether entered into prior to, on, or subsequent to the date hereof, shall be determined by arbitration. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws.

Any arbitration shall be held in the county of Ventura and may be arbitrated by the American Arbitration Association, pursuant to the Arbitration Laws of the state of California, or before the American Arbitration Association and in accordance with its rules then applying.

Governing Law

The Client and PlanPrep shall comply with all applicable laws, statutes, ordinances and regulations regarding the Client's use of PlanPrep's services. This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of California. The Client has read and understands the foregoing and agrees to adjudicate disputes arising out of this Agreement, if any, in Ventura County, California. The Client hereby waives the right to adjudicate matters of this Agreement in any other jurisdiction.

Business Continuity Plan

Overview

PlanPrep is committed to providing timely service to Clients. We recognize the importance of preparing for various disaster scenarios that could hamper our ability to provide service, and have taken steps to provide for business contingency and continuity planning under a variety of potential scenarios.

The plan addresses business disruptions of varying severity and scope at our office in Oxnard and Camarillo, California. It provides for testing at least annually and in response to any material changes affecting our business, and takes into consideration our critical third-party relationships. Although it is impossible to anticipate every scenario, we believe that our plan will enable us to resume doing business upon the occurrence of those events that are most likely to affect our office.

We have engaged a reliable third-party to provide us with off-site data back-up at their remote location in another region of the country where they provide fully encrypted data.

Firm-Only Disruptions

To respond to a disruption that affects only PlanPrep, such as a computer virus, we have developed an emergency response/crisis management strategy. This strategy will take us through disruptions that affect our operations and will do so through the use of damage assessment and damage mitigation.

If this type of disruption takes place, we intend to restore our services and asset management operations immediately with a non-networked computer within our office. However, in light of the various types of disruptions of this nature that could take place, it may take a day or longer for us to resume operations in one or more of these lines of business during any particular disruption.

Disruptions that Affect the Building

In the event of a disruption that affects PlanPrep's office, such as an earthquake or fire, our plan calls for a response involving location. Hopefully, we will resume our services and asset management operations, including services that support these operations, immediately from a different location. Certain key personnel may work remotely.

We hope to resume operations in all of our business lines immediately, but at least within one day after a disruption occurs. It may, however, take as long as two or three days to resume doing business in one or more lines of operation depending on the building that is affected as well as on the availability of data and applications from our data centers.

Disruptions Affecting the Entire City or Business District

If a disruption significant enough to affect the entire city or business district, such as an earthquake, wildfire or terrorist attack, cuts off access to PlanPrep's office, under our plan we will resume clearing, retirement services, and asset management operations (including services that support these operations) within one business week.

As above, certain key employees may work remotely and certain operations and support services may be available immediately. We intend to resume operations in all of our business lines within one day after a disruption of this nature occurs. It may, however, take a week or longer to recover depending on the retrieval of data and applications from our data centers and on the availability of key employees.

Disruptions Affecting the Entire Region

In the event of a disruption that affects the entire region such as a regional power outage, we will resume planning services and asset management operations (including services that support these operations) from third-party back-up facilities. PlanPrep intends to resume operations within one week after the disruption occurs, but one or more of our business lines may not be able to resume operations until the disruption is over.

Recovery Time Variables

In all of the situations described above, PlanPrep expects to continue doing business and expects to resume operations within the specified time frames. However, in the event that a business disruption results in a significant loss of life at our office or otherwise results in our key employees being unavailable or unable to report for service, the recovery times described above may be significantly increased.

Furthermore, although we expect to continue operating regardless of the type of disruption, it is impossible to anticipate every scenario. It is, therefore, possible that a significant business disruption could result in PlanPrep deciding that we are unable to continue doing business. In those situations, our plan provides procedures to help ensure that our customers have prompt access to their funds and securities. We continue to assess how our plan takes into consideration our critical third party relationships.

Changes and Modifications

PlanPrep's business continuity plan is subject to modification. We will promptly post information about updates or modifications to the plan on our website, LinkedIn and Facebook business page in the event of a disruption.