

# CREATIVE CAPITALISTS, INC.

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FORM ADV PART 2A

FIRM BROCHURE

MARCH 11, 2024

This brochure provides information about the qualifications and business practices of Creative Capitalists, Inc. If you have any questions about the contents of this brochure, please contact us at (626) 673-3566. 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.

Creative Capitalists, Inc. is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about Creative Capitalists, Inc. is available on the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Creative Capitalists, Inc.'s CRD number is 298898.

## ITEM 2 - MATERIAL CHANGES

We have the following material change to report since our last annual update on March 14, 2023:

Items 4 & 5 – We no longer recommend or enter into a Third-Party relationship with a sub-adviser; however, we have the ability to be a sub-adviser to other investment adviser firms. Please see these Items for additional details and fees associated with this service.

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## ITEM 4 – ADVISORY BUSINESS

### OWNERSHIP/ADVISORY HISTORY

Creative Capitalists, Inc. (“we”) is a California Corporation formed in 2012 by Keith A. Hays. We became registered as an investment adviser in October 2018. Mr. Hays is the President and Chief Compliance Officer. Additional information about Mr. Hays can be found under Item 19 along with his Supplemental Brochure.

### ADVISORY SERVICES OFFERED

#### FINANCIAL PLANNING

We offer financial planning, ongoing financial planning and consulting services. Our financial planning service involves a review of the client’s financial situation, goals and risk tolerance. Through a series of personal interviews and/or the use of questionnaires we will collect pertinent data, identify goals, objectives, financial problems, and potential solutions. With this information, we tailor the client’s financial plan and advice we give to the client. Our advice may cover any of the following topics: net worth statement; cash flow analysis, tax analysis, insurance and long-term care analysis; tax planning; retirement projection; 401k review; or other needs as identified during our meetings with the client. The client will receive a written financial plan following our meetings.

With our ongoing financial planning services where we continuously monitor, update and manage the client’s written financial plan. The ongoing service covers the client’s financial situation, current income, future income needs, assets not managed by us, such as the client’s employer sponsored retirement plan and/or the client’s personal investment held in personal brokerage accounts, and assets managed by us. At the beginning of the relationship, we meet the client to review his or her financial situation, current income, future income needs, employer sponsored retirement plans, personal brokerage accounts and accounts managed by us. For employer sponsored retirement plans, we review the employer sponsored plan’s available investment options and make an asset allocation recommendation to the client. Similarly, for personal assets held away, we review the assets and propose an asset allocation.

With our financial consulting services, we focus on a few individual topics as identified between us and the client. We do not provide a written financial plan for this service.

#### PORTFOLIO MANAGEMENT SERVICES

We offer portfolio management services that involve assisting with the ongoing management of a client’s investment accounts. We work with the client to understand his or her investment objectives, time frame, risk tolerance and other considerations. Once we have this information, we create an individualized portfolio based on our model portfolios. We regularly monitor the client’s portfolio and adjust it as determined by the financial markets, world events and client’s needs.

### SUB-ADVISORY SERVICES TO OTHER INVESTMENT ADVISER FIRM'S

We offer sub-advisory services to other investment adviser firms. As part of these services, we will enter into an advisory agreement directly with the client's primary advisor. The unaffiliated investment adviser is responsible for providing the client with a copy of our firm's brochure and establishing the fee that the client will pay which will be specified in the signed investment management agreement. As a sub-adviser, we may maintain discretionary authority to determine the securities to buy and sell within the client's account as well as executing trades. We will also work with your primary adviser to determine the client's investment goals and objectives, and implement the investment strategy and manage the portfolio on an ongoing basis.

### TAILORED SERVICES

The goals and objectives for each client are documented before any investing takes place. Clients may impose restrictions on investing in certain securities or types of securities.

### WRAP PROGRAM

We do not sponsor a wrap program. This section is not applicable.

### CLIENT ASSETS MANAGED

As of February 12, 2024 we manage \$5,232,540 in client assets on a discretionary basis.

## ITEM 5 – FEES AND COMPENSATION

### FINANCIAL PLANNING SERVICES

We charge clients on an hourly or fixed fee basis for our financial planning services. Our hourly fee is \$250, the number of hours will vary depending on the time we spend collecting the client's information, analysis and research of the assorted topics, and presenting to our clients. Our fixed fee ranges from \$2,000 to \$10,000. The fixed fee range varies depending on the nature and complexity of each client's individual circumstances and the scope of services provided. The fees may be negotiable and are agreed to at the time of engagement. We collect half of the fee upfront and the other half upon delivery of the financial plan or service. The client may choose to be invoiced and pay for financial planning services by check or credit card. (Clients credit card information is securely stored by the credit card processing vendor; we do not maintain client credit card information.)

For our ongoing financial planning services, we charge a monthly fee that ranges from \$200 to \$500. The fee is charged at the beginning of the month, in advance.

A client may terminate any service for any reason within the first five (5) business days after signing an advisory contract, without any cost or penalty. Thereafter, the advisory contract may be terminated at any time by giving ten (10) days' written notice. To cancel the agreement, the client must notify us in writing to Creative Capitalists, Inc., 3501 Ocean View Blvd., Glendale, CA 91208. Upon receipt of written notice of termination, the client will receive a prorated refund of any unearned fees based on the percentage of work completed on the plan. For example, if one half of the plan was completed at termination, the client will receive a 50% refund.

**PLEASE NOTE:** When we provide financial planning services and the client implements the financial plan through one of our representatives, the representative will receive compensation in the form of a commission or fee. This creates a conflict of interest between the representative and the client. Therefore, when providing financial planning services, we would like clients to note: (a) a conflict exists between the representative's interests and the interests of the client, (b) the client is under no obligation to act upon the recommendation, and (c) if the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the representative.

#### PORTFOLIO MANAGEMENT

Our management fee is based on a percentage of assets under management in the client's account. The annual management fee is based on the following fee schedule:

<b>Custodian Reported Account Value</b>	<b>Annual Management Fee</b>
\$0 - \$3,000,000	1.00%
\$3,000,001 to \$5,000,000	0.75%
\$5,000,001 to \$15,000,000	0.50%
Above \$15,000,000	Negotiable

Our management fee is billed quarterly, in arrears, meaning we collect the management fee at the end of the quarter's billing period. The management fee will be based on the custodian's reported account value as of the last business day of the quarter. Cash balances and investments in money market funds, demand deposit accounts, or certificates of deposit held in the account are included in the fee calculations. Clients will not be charged a total management fee over the 3% industry average.

The client will be asked to authorize us with the ability to instruct the custodian to withdraw our management fee directly from the client's account. The client may terminate this authorization at any time. Please see Item 15 for additional detail about our management fee withdrawal procedures.

#### SUB-ADVISER SERVICES TO OTHER INVESTMENT ADVISER FIRMS

When we serve as a sub-adviser, our annual management fee is a portion of the other investment adviser's fee. The fees are negotiable and will be acknowledged and disclosed in the client's sub-adviser investment management agreement. Fees will be paid and collected by the primary adviser either monthly or quarterly, in advance and will be based on the account value as of the last day of the preceding month or quarter's billing period. The client will authorize the primary adviser with the ability to instruct the custodian to automatically deduct our management fee and the primary adviser's fee from the client's account and remit our agreed fee to us. Under no circumstances will the client be charged a total of 3.00% for any assets under this arrangement.

#### *TERMINATION OF SERVICES*

A client may terminate any service for any reason within the first five (5) business days after signing an advisory contract, without any cost or penalty. Thereafter, the advisory contract may

be terminated at any time by giving ten (10) days' written notice. To cancel the agreement, the client must notify us in writing at Creative Capitalists, Inc., 3501 Ocean View Blvd., Glendale, CA 91208. When sub-advisory fees are charged in advance, the client will receive a prorated refund of any unearned fees based upon the number of days the account was managed during the billing period. For example, if the client terminates an account 10 days into a 30-day month, the client will receive a 67% refund (10 divided by 30 times 100 equals 67%) or if the client on a quarterly schedule cancels 45 days into a 90-day quarter, the client will receive a 50% refund (45 divided by 90 equals 50%). Financial planning services charged in advance; the client will receive a prorated refund of any unearned fees.

#### OTHER FEES AND EXPENSES

Additionally, our management fee does not include brokerage commissions, transaction fees, and other related costs and expenses that incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to, our fee and we will not receive any portion of these commissions, fees, and costs. For more information about our brokerage practice please see Item 12.A.

#### Comparable Services Disclosure

Clients should note that lower fees for comparable services may be available from other sources.

#### OTHER SECURITIES COMPENSATION

We do not receive any additional securities compensation.

#### RETIREMENT ROLLOVER CONFLICTS OF INTEREST

When we recommend you rollover a retirement account for us to manage, this creates a financial incentive because we charge a fee for our services. We attempt to mitigate the conflict of interest by acting in your best interest and applying an impartial conduct standard to all rollovers. Please note that you are not under any obligation to roll over a retirement account to an account managed by us.

#### ITEM 6 – PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) or provide side by side management.

#### ITEM 7 – TYPES OF CLIENTS

We offer our services to individuals, high net worth individuals, corporations and other business entities, and charities. We do not require a minimum account size.

## ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

### METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

We create each client portfolio using asset allocation and fundamental analysis. Asset allocation is an investment strategy that aims to balance risk and reward by apportioning a portfolio's assets according to an individual's goals, risk tolerance and investment horizon. The asset classes typically include equities, fixed-income, international, and cash and equivalents. The risk associated with asset allocation is that each class has different levels of risk and return, so each will behave differently over time. There is no guarantee that diversification among asset classes will grow a portfolio.

Fundamental analysis is a technique that attempts to determine a security's value by focusing on underlying factors that affect a company's *actual* business and its future prospects. The analysis is performed on historical and present data. On a broader scope, one can perform fundamental analysis on industries or the economy as a whole. The term refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements. The risk associated with fundamental analysis is that despite the appearance that a security is undervalued, it may not rise in value as predicted.

### INVESTMENT RISKS

All investment programs have certain risks that are borne by the client and **investing in securities involves risk of loss that clients should be prepared to bear**. Our goal is to reduce the risk of loss, but not at the expense of portfolio growth. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. To manage risk, we rebalance model portfolios on an as needed basis to bring the asset allocations back to their intended balances. The client should feel free to ask questions about risks that he or she does not understand; we would be pleased to discuss them.

### RECOMMENDED SECURITIES

We use several types of securities in client portfolios including, but not limited to, mutual funds and ETFs. Some of the risk associated with these securities include:

- **Inflation Risk:** This is the risk that inflation will undermine the performance of an investment and/or the future purchasing power of a client's assets.
- **Interest Rate Risk:** The chance that bond prices overall will decline because of rising interest rates.
- **International Investing Risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and may lose value because of adverse political, social or economic developments overseas or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject to settlement practices, as well as regulatory and financial reporting standards, that differ from those of the U.S.



- **Manager Risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant to benchmarks or other accounts with a similar investment objective.

#### ITEM 9 – DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. We do not have information applicable to this item.

#### ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

##### BROKER DEALER AFFILIATION

Neither us nor our management persons are affiliated with a broker-dealer.

##### FUTURES/COMMODITIES FIRM AFFILIATION

Neither us nor our management persons are affiliated with a futures or commodities broker.

##### OTHER INDUSTRY AFFILIATIONS

Neither us nor our management persons have any other industry affiliations.

##### RECOMMENDATION OF THIRD-PARTY INVESTMENT ADVISER

We may utilize the services of a Sub-Advisor to manage some or all of a client's assets on a discretionary basis and in accordance with the client's state investment objectives. We will ensure that other advisers are properly registered as an investment adviser prior to recommending other advisers to clients. A detailed description of these services can be found under Item 4 and Item 5 above.

#### ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTION AND PERSONAL TRADING

##### DESCRIPTION

Our Code of Ethics establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. We will provide a copy of our Code of Ethics to any client or prospective client upon request.

Our Code of Ethics covers all supervised persons and it describes our high standard of business conduct and fiduciary duty to our clients. The Code of Ethics includes, among other things, provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition on rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All supervised persons must acknowledge the terms of the Code of Ethics annually or as amended.

##### MATERIAL INTEREST IN SECURITIES

We do not have a material interest in any securities.

#### INVESTING IN OR RECOMMENDING THE SAME SECURITIES

Our owner may buy or sell for his own account the same securities at or about the same time that he recommends those securities to clients or purchase them for client accounts. A conflict of interest may exist because they can trade ahead of client trades. We mitigate any conflict of interest in two ways. First, our Code of Ethics requires employees to: 1) report personal securities transactions on at least a quarterly basis, and 2) provide us with a detailed summary of certain holdings (both initially upon commencement of employment and quarterly thereafter) in which employees have a direct or indirect beneficial interest. The reports are reviewed to ensure we not trade ahead of client accounts. Second, we require client transactions be placed ahead of our associates' personal trades or our associates can place personal trades as part of a block trade (Please see Item 12.B for details on our block trading practices). The records of all associates' personal and client trading activities are reviewed and made available to regulators to review on the premises.

### ITEM 12 – BROKERAGE PRACTICES

#### RECOMMENDATION CRITERIA

We currently recommend the clearing and custody services of Charles Schwab & Co., Inc. ("Schwab") and Shareholders Service Group, Inc ("SSG"). We are not affiliated with Schwab or SSG and they do not supervise us, our agents or our investment activities.

Some of the primary consideration in determining reasonableness of commissions are: rates charged by other brokers that provide clearing or custody services for registered investment advisers; reputation and financial strength; breadth and depth of available products; with an important factor being the broker's no-transaction-fee mutual fund universe; accuracy with which transactions are processed; customer service responsiveness; availability of technology solutions interoperable with our systems and suitable for managing multiple accounts; as well as client satisfaction. We periodically evaluate the foregoing factors, and while we may conclude based on our review that commission rates paid by clients are reasonable, lower commissions may be available from other brokers or in conjunction with retail (non-advisory) accounts, and certain mutual funds that carry a transaction fee may be available on a no-transaction-fee basis from other brokers or directly from the fund company.

#### RESEARCH AND SOFT DOLLARS

"Soft dollars" are defined as a form of payment investment firms can use to pay for goods and services such as news subscriptions or research. When an investment firm gives its business to a particular brokerage firm, the brokerage firm in return can agree to use some of its revenue to pay for these types of services. We do not receive any soft dollars.

#### BROKERAGE FOR CLIENT REFERRALS

We do not receive client referrals or any other incentive from any broker-dealer or custodian.

#### DIRECTED BROKERAGE

We do not allow directed brokerage.

## TRADE AGGREGATION

We may aggregate transactions in equity and fixed income securities for a client with other clients to improve the quality of execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and each client account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained. We may determine not to aggregate transactions, for example, based on the size of the trades, the number of client's accounts, the timing of the trades, the liquidity of the securities or the discretionary or non-discretionary nature of the trades. If we do not aggregate orders, some clients purchasing securities around the same time may receive a less favorable price than other clients. This means that this practice of not aggregating may cost clients more money.

## ITEM 13 – REVIEW OF ACCOUNTS

### PERIODIC REVIEWS

For our portfolio management clients our owner, Mr. Hays, conducts quarterly reviews of the clients' portfolios. He also attempts to meet with each client annually either in person or by telephone.

For our ongoing financial planning clients, Mr. Hays will provide each client with a monthly status report. He also attempts to meet with these clients on a quarterly basis either in person or by telephone.

### OTHER REVIEWS

Additional reviews are conducted periodically depending on market conditions, economic or political events, or by changes in a client's financial situation (such as retirement, termination of employment, physical move or inheritance).

### REPORTS

Ongoing financial planning clients will receive a monthly status report about their financial plan. Our Portfolio management clients receive at least a quarterly statement from the account's custodian. We urge clients to carefully review such statements.

## ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

### OTHER COMPENSATION

We do not receive any other compensation.

### CLIENT REFERRALS

We may enter into an agreement with other financial services firms or individuals pursuant to which we will pay a portion of our management fee (Item 5) to the financial services firms or individual's solicitation and referral services. In turn, the financial services firms would share a portion of the fees with its investment adviser representatives. Clients obtained through the use

of a solicitor or referral service will not pay a different fee (higher or lower) than the fee the client would have been charged if the client had been obtained without their services.

We are aware of the special considerations promulgated pursuant to the California code of Regulations. As such, appropriate disclosures shall be made to our clients, all required written records will be maintained, and all applicable laws and regulations will be observed. A Solicitor's Disclosure Document will be provided to each client by the investment adviser representative, as required under the Rule, and we will retain the clients signed acknowledgement of receiving our Form ADV Part 2A and the Solicitors Disclosure Document. Any compensated person and/or firm must be properly registered as a Solicitor pursuant to California Code of Regulation, Section 260.236(c)(2) and Section 260.236.1.

#### ITEM 15 – CUSTODY

All client funds, securities and accounts are held at a qualified custodian. As disclosed in Item 12, we recommend SSG for custodial services. We are not affiliated with SSG and it does not supervise us, our agents or our investment activities. We do not take possession of a client's securities. However, the client will be asked to authorize us with the ability to instruct the custodian to deduct our management fee directly from the client's account. This authorization will apply to our management fee only. This is considered a limited form of custody. With a limited form of custody, when deducting the fee, we or authorized Sub-Advisor send a billing invoice to the client and his/her custodian, showing the management fee to be debited, amount on which the management fee was calculated, the time the management fee covers, and how the management fee was calculated. The client may terminate this authorization at any time. In addition to the fee invoice, the client will receive at least quarterly statements from the qualified custodian that holds and maintains the client's assets. We urge each client to carefully review such statements.

#### ITEM 16 – INVESTMENT DISCRETION

We offer discretionary investment management services. The client must sign the investment management agreement to grant us discretionary power over the account. Our investment management agreement contains a limited power of attorney that allows us to select the security, the amount, and the time of the purchase or sale in the client's account. It also allows us to place each such trade without the client's prior approval. In addition to our investment management agreement, the client's custodian may request the client to sign the custodian's limited power of attorney. This varies with each custodian. We discuss all limited powers of attorney with the client prior to their execution. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the client account, and any other investment policies, limitation or restrictions.

#### ITEM 17 – VOTING CLIENT SECURITIES

We do not vote proxy votes for any client. All proxy materials are mailed or emailed directly to the client from the custodian. Any proxy materials received by us will be forwarded to clients for

response and voting. In the event the client has a question about a proxy solicitation, the client should feel free to contact us.

## ITEM 18 – FINANCIAL INFORMATION

### BALANCE SHEET

We do not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Therefore, we are not required to provide a balance sheet.

### FINANCIAL CONDITION

We are required in this Item to provide you with certain financial information or disclosures about our financial condition if we have a financial commitment that impairs our ability to service you. We do not have a financial commitment that impairs our ability to service our clients.

### BANKRUPTCY

We have not been the subject of a bankruptcy proceeding.

## ITEM 19 – REQUIREMENTS FOR STATE-REGISTERED ADVISERS

We have one principal executive officer Keith A. Hays, (“Mr. Hays”). Mr. Hays biographical information is provided in the attached Brochure Supplement document.

Mr. Hays is required to disclose additional information if he has other business activities. He is a business manager at JWJ Accounting. These activities and any conflicts of interest associated therewith are discussed in Item 10 of this brochure and/or his brochure supplement.

Mr. Hays is also required to disclose additional information if he receives performance-based fees, has any relationship or arrangement with an issuer of securities, or was ever found liable in an arbitration, civil, self-regulatory organization or administrative proceeding. Mr. Hays has no information to report on these topics because none applies to him.

### Conflicts of Interest Disclosure

Pursuant to California code of Regulations Section 260.238(k), in this Part 2, the firm, its representatives and employees have disclosed all material conflicts of interests that could reasonably be expected to impair the rendering of unbiased and objective advice. The conflicts of interest may include but are not limited to: (a) compensation arrangements connected with advisory services which are in addition to the advisory fees, (b) other financial industry activities or affiliations, or (c) participation of interest in client transactions.

### Business Continuity Plan

We have a Disaster Recovery and Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, and/or services.

The plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The plan also covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, telephone communications

line outage, internet outage, railway accident and aircraft accident. Electronic files are backed up daily and stored on encrypted cloud service provided.

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. The client's custodian may also assist, depending on the type of disaster, with back office and trading assistance for accounts held in custody by them. The client's custodian has its own disaster recovery plans with backup facilities in different parts of the U.S. It is the firm's intention to contact all clients within five days of a disaster that dictates moving its office to an alternate location for a period of time.