



# WEALTH PLUS<sup>INC.</sup>

FINANCIAL STRATEGIES FOR THE HEART, SPIRIT & MIND

This brochure provides information about Wealth Plus' qualifications and business practices. If you have any questions about the contents of this brochure, please contact us at (415) 457-8936 or by email at [alexandra@wealthplusinc.com](mailto:alexandra@wealthplusinc.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any State Securities Authority.

Additional information about Wealth Plus is also available at the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) (select "investment adviser firm" and type in our firm name). Results will provide you both Part 1 and 2 of our Form ADV.

We are a Registered Investment Advisor Firm. Our registration does not imply any level of skill or training. The oral and written communications we provide to you, including this brochure, are for you to evaluate us. Please use this information as factors in your decision to hire us or to continue our business relationship.

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ITEM 1 – COVER PAGE ADV PART 2 A

September 2017

CRD #: 127568  
2171 FRANCISCO BOULEVARD EAST, SUITE D, SAN RAFAEL, CALIFORNIA 94901  
[ALEXANDRA@WEALTHPLUSINC.COM](mailto:ALEXANDRA@WEALTHPLUSINC.COM)  
(415) 457-8936  
[WWW.WEALTHPLUSINC.COM](http://WWW.WEALTHPLUSINC.COM)

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## ITEM 2 – MATERIAL CHANGES

This brochure has been prepared by Wealth Plus to meet state requirements. This section of the brochure will address only those “material changes” that have been incorporated since our last delivery or posting of this document on the public disclosure website (IAPD) [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

It has changed materially since our last annual offering in the following ways:

- Item 8: We have included risk disclosure statements for Variable of Annuities and Deeds of Trust
- Item 14: We have included language regarding the receipt of compensation for referring clients to third party firms.
- Item 15: We have included language regarding third party movement in accordance with the SEC’s no-action letter with respect to Rule 206(4)-2 of the Investment Advisers Act of 1940.

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## ITEM 4 – ADVISORY BUSINESS

### **4a: Firm Description**

Wealth Plus was established in January 1995 and was incorporated in July 2003. Our firm is owned by Alexandra Cock (51%) and Richard Esteb (47% *community property interest*). Our main office is located in San Rafael, California.

### **4b: Types of Advisory Services**

Wealth Plus offers a variety of investment advisory services to our clients. We work with our clients to identify their investment goals and objectives as well as risk tolerance in order to create an initial portfolio allocation designed to complement their clients' financial goals and objectives.

### ***Investment Management***

We may create a portfolio, consisting of, but not limited to individual stocks or bonds, exchange traded funds, no-load funds and/or load-waived funds (front-end commissions will not be charged). To certain clients or accredited clients, we may offer or recommend REITs or other private equity.

Each portfolio will be initially designed to meet a particular investment goal, which Wealth Plus has determined to be suitable to our client's circumstances. Once the appropriate portfolio has been determined, we will review the portfolio and rebalance the account based upon our client's individual needs, stated goals and objectives. Wealth Plus' strategy, generally, will be to seek to meet client investment objectives while providing clients with access to personal advisory services.

### ***Financial Planning***

Wealth Plus offers financial planning services for our clients. We will prepare a written financial plan for all financial planning clients. The plan considers all of your assets, liabilities, goals and objectives and includes gathering all information necessary to provide you with appropriate and agreed upon services, which may include one or more of the following:

- Budgeting and Cash Flow Planning
- Disability Planning and Income Protection
- Debt Management
- Estate Planning
- Business Succession Planning
- Retirement Planning
- Investment Planning

You are encouraged to review your plans on a regular basis.

Financial Planning includes, in all or part, but is not limited to, the preparation of a financial plan by an Investment Advisor or an associated person of an Investment Advisor for an investment advisory client which may include a state or tax planning recommendation, an annual or periodic review of a financial plan, the management and/or monitoring of a client's investments under a financial plan, a provision of information and/or advice to a client regarding the purchase and/or sale of securities, real estate, insurance contracts, annuities contracts, or any types of real or personal property under a financial plan.

### **4c: Client Tailored Relationships and Restrictions**

As a fiduciary, Wealth Plus always acts solely in your best interests. Your portfolio is customized based on your investment objectives. You may make requests or make suggestions regarding the investments made in your portfolio. Restrictions on trading which, in our opinion, are not in your best interest cannot be honored and if forced may result in the termination of our agreement.

Similarly, you are under no obligation to act upon Wealth Plus' or associated person's recommendations. If you elect to act on any of the recommendations, you are under no obligation to effect the transaction through Wealth Plus or its associated person when the person is an agent with a licensed broker-dealer or through any associate or affiliate of such person.

#### **4d: Wrap Fee Program**

Wealth Plus does not sponsor nor provide portfolio management services to a wrap fee program.

#### **4e: Assets under Management (AUM)**

Wealth Plus, as of August 31, 2017, has \$22,562,341 in discretionary and \$872,289 in non-discretionary reportable Assets under Management for a total of \$23,434,630 in reportable assets under management.

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### **ITEM 5 – FEES AND COMPENSATION**

#### **5a, b & d: Fee Schedules, Payments & Options**

ETF, REIT, Stock and Mutual Fund Asset Allocation-Type Program:

<b>Assets Under Management</b>	<b>Annual Fee (%)</b>
First \$250,000	2.00%
Next \$250,000	1.75%
Next \$500,000	1.50%
Next \$1,000,000	1.00%
Equity Mutual Funds	1.00%
Bonds and Bond Funds	0.50%

There is a one-time, non-recurring, account set-up fee of \$250.00.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported are valued at the last reported sale price on the principal market in which they are traded. In certain circumstances, fees may be negotiable.

The fee includes the time and activities necessary to work with your attorney and/or accountant in reaching agreement on solutions, as well as assisting them in implementation of all appropriate documents. We are not responsible for attorney or account fees charged to you as a result of the above activities.

#### **Variable Annuities:**

Fees for variable annuity accounts are 1.0% per year, or as arranged in your contract with us.

#### **Deeds of Trust:**

Fee for first deed of trust: 0.6% per year, starting with the first anniversary. Withdrawal is limited and fees may apply. Fee for second deeds of trust: 0.9 - 1% per year, starting with the first anniversary. Withdrawal is limited and fees may apply.

Compensation for our services will be calculated in accordance with what is set in the client's agreement. We may modify the terms of any agreement by written changes submitted to the client for signature. All Investment Advisors are required to disclose to their clients that lower fees for comparable services may be available from other sources.

Wealth Plus fees are paid from your account by the custodian when we submit an invoice to them. The invoice we submit shows the amount of fees, the value of your assets on which the fees are based, and the specific manner in which the fees are calculated. If there is insufficient cash in your account, securities may be sold. In addition to our fees, there may be custodial, mutual fund or similar third party management fees and charges.

Clients will receive a statement from advisor at the same frequency they receive them from their custodians. The statement will include an itemization of the fee, the formula to calculate the fee, the value of assets under management on which the fee is based and the time period covered by the fee. We strongly urge you to compare both statements for accuracy.

Wealth Plus fees are paid quarterly in advance, with payment due within 10 days from the date of the invoice. Our fee is determined by taking the percentage rate we charge, times the market value of the account, divided by the number of days in the year and multiplied by the number of days in the quarter. The market value is the sum of the values of all assets in the account, not adjusted by any margin debit. Fees for partial quarters at the commencement or termination of our agreement will be billed or refunded on a pro-rated basis contingent on the number of days the account was open during the quarter. Quarterly fee adjustments for additional assets received into the account during a quarter or for partial withdrawals will also be provided on the above pro rata basis.

### ***Financial Planning***

Fees for financial planning services are based on a rate of \$350.00 per hour, due at time of service. In certain cases, we may offer projects for a fixed fee.

#### ***Fixed Fee Individual Plan Preparations:***

A maximum of \$3,500.00 is payable during the plan preparation. The fee is payable upon commencement of the planning process. If the financial planning contract is terminated all prepaid unearned fees will be returned to the client.

#### ***Business Fixed Fee Plan Preparations:***

A maximum of \$3,500.00 is payable during the plan preparation. The fee is payable upon commencement of the planning process. If the financial planning contract is terminated all prepaid unearned fees will be returned to the client.

For California Residents: Subsection (j) of Rule 260.238, California Code of Regulations requires that all investment Advisors disclose to their clients that lower fees for comparable services may be available from other sources. Pursuant to California Rule 260.235.2, if a conflict exists between the interests of the Advisor or its associated persons and the interest of the client; the client is under no obligation to act upon this Advisor's or associated person's recommendations. If the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the advisor or its associated person when the person is an agent with a licensed broker-dealer or through any associate or affiliate of such person.

### **5.d.1: Termination**

Either Wealth Plus or our clients can terminate our agreement upon receipt of written notice to the other party, to include written agreement to changes by the client.

When an agreement is terminated, we will refund any pre-paid, unearned fees based on the number of days remaining in the quarter after termination. Refunds will be made within 30 calendar days of the effective date of termination.

When an agreement is terminated, all assets may need to be transferred from the current custodian. You will be responsible for paying all fees including full quarterly custodial administrative fees, account closure fees, mutual fund fees and all trading costs due to the termination. Custodian may assess additional fees for transfer of illiquid investments. If there is insufficient cash in the account, the liquidation of some securities may be used to pay the fees. Prior to termination of an agreement, we can provide a good-faith estimate of these fees.

### **5c: Third Party Fees**

You are responsible for the payment of all third party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees we charge.

All brokerage commissions, stock transfer fees, and other similar charges incurred in connection with transactions for the account will be paid out of the assets in the account and are in addition to the investment management fees paid to us. Private equity investments may have management fees that are separate and in addition to our standard rates, as documented in the detailing brochures or offering memorandum of those investments. While we take measures to ensure the fees charged are accurate, it is your responsibility to ensure the amount of fee charged is correct. In addition to statements sent by us, you will receive statements directly from these brokers, custodians or mutual funds or other investments you hold. We strongly urge you to compare these statements for accuracy.

### **5e: Other Investment Compensation**

Wealth Plus does not accept commission for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

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

Wealth Plus does not charge advisory fees on the performance of funds or securities in your account.

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## **ITEM 7 – TYPES OF CLIENTS**

Wealth Plus generally provides asset management and financial planning services to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Trusts
- Estates
- Charitable Organizations
- Corporations or other Business Entities

### ***Minimum Account Size***

Wealth Plus does not have an account minimum. However, we may decline to accept clients with smaller portfolios.

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

### **8a: Analysis**

Wealth Plus uses multiple sources of information to obtain analysis and strategies. They include sources such as financial newspapers, financial magazines, inspections of corporate activities, research prepared by others, corporate rating services, prospectuses, company press releases and corporate conference calls.

## **8b & c: Investment Strategies & Risk of Loss**

Wealth Plus utilizes multiple investment strategies to meet your investment objectives. These methodologies are formulated based on a comprehensive review and assessment of your expectations, investment time horizon, risk tolerance level, present investment allocation, and current and projected financial requirements.

Ultimately, each strategy must maximize return within reasonable and prudent levels of risk. Also, the approach taken must provide exposure to a wide range of investment opportunities in various markets while limiting risk exposure through prudent diversification. Finally, the costs of administering and managing the investments related to the strategy cannot be excessive.

All investments include a risk of loss. In addition, as recent global and domestic economic events have indicated, performance of any investment is not guaranteed. As a result, there is a risk of loss of the assets we manage that may be out of our control. We use our best efforts and expertise to manage your assets. However, we cannot guarantee any level of performance or that you will not experience financial loss.

We may use the following strategies in managing client accounts, provided that such strategies are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

**Variable Annuities:** A variable annuity is a type of annuity contract that allows for the accumulation of capital on a tax-deferred basis. As opposed to a fixed annuity that offers a guaranteed interest rate and a minimum payment at annuitization, variable annuities offer investors the opportunity to generate higher rates of returns by investing in equity and bond subaccounts. If a variable annuity is annuitized for income, the income payments can vary based on the performance of the subaccounts. Risks associated with VAs may include:

- Taxes and federal penalties for early withdrawal
- Surrender charges for early withdrawal can last for years
- Earnings taxed at ordinary income tax rates
- Mortality expense to compensate the insurance company for insurance risks
- Fees and expenses imposed for the subaccounts
- Other features with additional fees and charges
- Investment losses

**Deeds of Trust:** In a deed of trust, the client's investment is secured against the title of the borrower's property. The borrower (trustor) transfers property, in trust, to an independent third party (trustee), who holds the conditional title on behalf of the lender (beneficiary) for the purpose of exercising the following powers: (1) to re-convey the deed of trust once the borrower satisfies all obligations under the promissory note; or (2) to sell the Property if the borrower defaults (known as a foreclosure). Foreclosure involves the process of selling the Property to a third-party bidder or, in the absence of a sufficient third-party bid, acquiring title to the Property. The foreclosure sale, in most cases, satisfies the debt. However, one risk to the investment is that depending upon the method of foreclosure, the nature of the loan, the circumstances of origination, and the value of the Property, the Client may or may not be able to recover the entire investment. The investment also does not benefit from insurance issued by a federal agency. Additional risks include risk to principal as well as volatility in the borrower's financial standing and credit worthiness that could result in a situation in which the borrower fails to pay.



Wealth Plus will use our best judgment and good faith efforts in rendering services to you. We cannot warrant or guarantee any particular level of account performance, or that the account will be profitable over time. Not every investment decision or recommendation made by us will be profitable. You assume all market risk involved in the investment of account assets under the Investment Advisory Agreement and understand that investment decisions made for this account are subject to various market, currency, economic, political and business risks. Except as may otherwise be provided by law, we will not be liable to you for (a) any loss that you may suffer by reason of any investment decision made or other action taken or omitted in good faith by Wealth Plus with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from our adherence to your instructions; or (c) any unauthorized act or failure to act by a custodian of your account. Nothing in this document shall relieve us from any responsibility or liability we may have under state or federal statutes.

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## **ITEM 9 – DISCIPLINARY INFORMATION**

### **9a: Civil or Criminal Actions**

Wealth Plus and its managers have never been found guilty, convicted or plead no contest to a criminal or civil action in a domestic, foreign or military court.

### **9b: Administrative Enforcement Proceedings**

Wealth Plus and its managers have never been found by the SEC, any other state or federal agency or any foreign regulatory agency to have caused loss of the ability of an investment-related business to do business or been sanctioned, barred or limited in investment-related activities.

### **9c: Self-Regulatory Organization Enforcement Proceedings**

Wealth Plus and its managers have never been found by a self-regulatory agency to have caused loss of the ability of an investment-related business to do business. Additionally, Wealth Plus and its managers have never been found in violation of self-regulatory agencies rules such that they were barred, suspended, limited in advisory functions or fined.

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

### **10a: Broker Dealers and Registered Representatives**

Wealth Plus is not registered as a broker-dealer and our employees are not registered representatives of any broker-dealer.

### **10b: Registration as a Futures Commission Merchant, Pool Operator, or a Commodity Trading Advisor**

Neither Wealth Plus nor our employees hold any of the above registrations.

### **10c: Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests**

The principal business of Wealth Plus is that of a registered investment advisor and provider of financial planning services. Some of our members may be insurance agents. Employees who are insurance agents may also be paid based on these services they provide. In cases where we receive additional payment, there may be a conflict of interest. At all times, you are free to choose an outside agency to avoid the possibility of there being a conflict of interest.

Wealth Plus may execute transactions with broker-dealers that pay a portion of 12b-1 fees to our principals. This interest conflicts with your interest of obtaining the lowest commission rate available. Therefore, we must determine in good faith, based on the “best execution” policy stated below that such commissions are reasonable in relation to the value of the services provided by such executing broker-dealers.

Wealth Plus will disclose any material conflict of interest relating to Wealth Plus, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

**10d: Selection of Other Advisors and How this Advisor is Compensated for those Selections**

Wealth Plus is not paid for the selection of other advisors, asset managers or portfolio managers.

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**ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

**11a: Code of Ethics Description**

Wealth Plus has adopted a Code of Ethics that governs a number of potential conflicts of interest we have when providing our advisory services to you. This Code of Ethics is designed to ensure we meet our fiduciary obligation to you and to stress the importance of a culture of compliance within our firm.

An additional benefit of our Code of Ethics is to detect and prevent violations of securities laws, including our obligations we owe to you.

Wealth Plus' Code of Ethics is comprehensive, is distributed to each employee at the time of hire, and annually thereafter (if there are changes). We also supplement the Code of Ethics with annual training and on-going monitoring of employee activity. A complete copy of our Code of Ethics will be supplied to you, free of charge, if you request it.

Wealth Plus' Code of Ethics includes the following:

- Requirements related to the confidentiality of your personal, business and financial information
- Prohibitions on insider trading (if we are in possession of material, non-public information)
- Reporting of gifts and business entertainment
- Reporting (on an on-going and quarterly basis) all personal securities transactions (what we call "reportable securities" as mandated by regulation)
- On an annual basis, we require all employees to re-certify to our Code of Ethics, identify members of their household and any account to which they have a beneficial ownership (they "own" the account or have "authority" over the account), securities held in certificate form and all securities they own at that time

**11b, c & d: Participation or Interest in Client Transactions**

Wealth Plus, or its employees, may buy and sell some of the same securities for our own accounts that we buy and sell for our clients. We will always buy or sell from our clients' accounts before we buy or sell from our accounts. In some cases, Wealth Plus, or its employees, may buy or sell securities for our own accounts and not for clients' accounts, as it may not meet the objectives or plans for the client.

Wealth Plus will always maintain full disclosure with our clients so that you can make informed decisions. We will always evaluate our activity from the view of our clients to ensure that any and all required disclosures are made. For example, we will disclose anything that would cause you to be unfairly influenced to make any decision regarding actions or inactions in your account.

For California Residents: Wealth Plus adheres to the California Code of Regulations, Title 10 Section 260.238 (k), (1), (2) and (o) which prohibits investment advisers from:

- (k) Failing to disclose to a client in writing before entering into or renewing an advisory agreement with that client any material conflict of interest relating to the adviser, its representatives or any requires that of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice including:

- (1) Compensation arrangements connected with advisory services to clients which are in addition to compensation from such clients for such services; and
  - (2) Charging a client an advisory fee for rendering advice without disclosing that a commission for executing securities transactions pursuant to such advice will be received by the adviser, its representatives or its employees, or that such advisory fee is being reduced by the amount of the commission earned by the adviser, its representatives or employees for the sale of securities to the client.
  - (o) Making any untrue statement of a material fact or omitting a statement of material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading in the solicitation of advisory clients.
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## **ITEM 12 – BROKERAGE PRACTICES**

### **12a: Selecting Brokerage Firms**

As part of our services, Wealth Plus will recommend a broker-dealer. We have selected our broker-dealers based on price, reliability, speed of processing, tools and “best execution” in addition to other considerations. And while you are not required to effect transactions through any broker-dealer recommended by us, we feel we have made our selections based on a totality of benefits they offer.

Wealth Plus may purchase software, tools, training programs or seminar services from our broker-dealer. Additionally, broker-dealers may provide services, tools or other non-financial benefits to us as a benefit for using the broker-dealer’s services. However, we endeavor at all times to put the interests of our clients first. You should be aware, however, that the receipt of the types of benefits discussed above can create a potential conflict of interest by influencing our choice of a broker-dealer.

To avoid creating a possible conflict of interest in recommending broker-dealers, we have established the following restrictions in order to ensure its fiduciary responsibilities:

- Wealth Plus adheres to our Code of Ethics as outlined in Item 11 above.
- If Wealth Plus receives separate compensation for transactions, we will fully disclose them.
- Wealth Plus emphasizes the unrestricted right of you to select and choose your own broker or dealer.
- Wealth Plus will always act in accordance with all applicable federal and state regulations governing registered investment advisory practices.

### **12.b: Sales Aggregation**

Wealth Plus is authorized to aggregate purchases and sales and other transactions made for your account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of ours. When we aggregate transactions, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price obtained. Stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the account a confirmation slip with respect to its participation in the aggregated transaction and, in such event, we will advise you in writing of any purchase or disposition of instruments for the account with respect to any such aggregated transaction. We will direct that confirmations of any transactions effected for the account will be sent, in conformity with applicable law, to you.

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## **ITEM 13 – REVIEW OF ACCOUNTS**

### **13a: Periodic Reviews**

Accounts are reviewed by Alexandra Cock or qualified staff members. All reviews are either conducted or supervised by Alexandra Cock. The frequency of reviews is determined based on your investment objectives,

but no less than annually.

Financial planning clients receive their financial plans and recommendations at the time the service is completed. Depending on the type of financial planning service requested, we may meet on a regular basis with you to discuss any potential changes to your financial plan.

### **13b: Review Triggers**

More frequent reviews are triggered by a change in your investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in economic climate.

### **13c: Regular Reports**

All investment advisory clients receive quarterly written reports from Wealth Plus. Financial planning clients do not normally receive investment reports.

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## **ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION**

### **14a: Economic Benefits Provided by Third Parties for Advice Rendered to Clients**

Wealth Plus does not receive economic benefits from third parties for the advice we render to our clients.

### **14b: Compensation to Non-Advisory Personnel for Client Referrals**

Wealth Plus does not pay referral fees (non-commission based) to independent solicitors (non-registered representatives) for the referral of their clients to our firm in accordance with relevant state statutes and rules.

Wealth Plus and its advisors do, however, receive compensation for referring clients to third party firms for second deeds of trust services and investments in first mortgages. This compensation is not paid from the client's funds but is paid directly by the third party firm.

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## **ITEM 15 – CUSTODY**

Wealth Plus clients' accounts are held by a qualified custodian and other than to withdraw advisory fees, Wealth Plus shall have no liability to the client for any loss or other harm to any property in the account. This includes harm to any property in the account resulting from the insolvency of the custodian or any unauthorized acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer. As a fiduciary, Wealth Plus will always act in the client's best interests and in doing so, the above does not limit or modify that duty to our clients. Custodial statements will include fees charged by Wealth Plus. We strongly urge you to review the investment advisory fees contained in the custodial statement for accuracy.

The SEC issued a no-action letter ("Letter") with respect to the Rule 206(4)-2 ("Custody Rule") under the Investment Advisers Act of 1940 ("Advisers Act"). The letter provided guidance on the Custody Rule as well as clarified that an adviser who has the power to disburse client funds to a third party under a standing letter of instruction ("SLOA") is deemed to have custody. As such, our firm has adopted the following safeguards in conjunction with the custodian:

- The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
- The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.

- The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer.
  - The client has the ability to terminate or change the instruction to the client's qualified custodian.
  - The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
  - The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser.
  - The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.
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#### **ITEM 16 – INVESTMENT DISCRETION**

Wealth Plus asks our clients to give us discretionary authority to execute transactions without our client's prior approval. These transactions may include the purchase and selling of securities, arranging for payments or generally acting on behalf of our clients in most matters necessary to the handling of the account.

In certain circumstances, we will request non-discretionary authority over our clients' accounts. Non-discretionary authority requires us to obtain your prior approval of each specific transaction prior to executing investment recommendations.

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#### **ITEM 17 – VOTING CLIENT SECURITIES**

Wealth Plus may request written permission to vote proxies on your behalf. In cases where we are not granted permission to vote proxies, you will receive proxies or other solicitations directly from your custodian. If you have questions or concerns about any direct solicitations, you should contact us via the information provided on the cover page of this document.

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#### **ITEM 18 – FINANCIAL INFORMATION**

##### **18a: Balance Sheet**

Wealth Plus does not solicit prepayment of more than \$500 in fees per client six (6) months in advance.

##### **18b: Financial Conditions**

Wealth Plus has no financial issues that could impair our ability to carry out our fiduciary duty to our clients.

##### **18c: Bankruptcy Petition**

Wealth Plus has never been the subject of a bankruptcy petition.

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#### **ITEM 19 – REQUIREMENTS FOR STATE-REGISTERED ADVISORS**

##### **19a&b. Principal Executive Officers: Education, Background & Other Businesses**

Wealth Plus' executive officer is Alexandra Cock. Ms. Cock's education and business background can be found below.

##### **19c. How Performance Based Fees Are Calculated and Degree of Risk to Clients**

As stated above, Wealth Plus does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

**19d. Material Disciplinary Disclosures for Management Persons of this Firm**

Other than disclosures made in Item 9 above, neither Wealth Plus nor our employees have been involved in an arbitration claim or been found liable in a civil, self-regulatory organization, or administrative proceeding.

**19e. Material Relationships Management Persons Have with Issuers of Securities**

Neither Wealth Plus nor our employees have any relevant material relationships with issuers of securities.

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**ITEM 1 - ALEXANDRA COCK - COVER PAGE ADV PART 2 B BROCHURE**

This supplemental information is about Alexandra Cock (CRD# 2861812) of Wealth Plus. Additional information about Wealth Plus is also available at the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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**ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE****Alexandra Cock**

Year Born: 1955

**Educational Background**

B.A., Economics – University of Southern California (1978)

J.D., Seattle University School of Law (1981)

**Business Background**

01/1995 – Present: *President & Financial Advisor*, Wealth Plus

04/1995 – Present: *Independent Insurance Agent*

07/2002 – 11/2011: *Registered Representative*, MTL Equity Products

**Professional Qualifications**

Series 6, Investment Products/Variable Contracts Limited Representative Examination (1997)

Series 7, General Securities Representative Examination (1998)

Series 24, General Securities Principal Examination (2001)

Series 63, Uniform Securities Agent Laws (1997)

Series 65, Uniform Investment Adviser Law Examination (2000)

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**ITEM 3 - DISCIPLINARY INFORMATION**

Alexandra Cock has no legal or disciplinary events that are material to you or a prospective client's evaluation of this advisory business.

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**ITEM 4 – OTHER BUSINESS ACTIVITIES**

The principal business of Alexandra Cock is that of an investment advisor representative and provider of financial planning services. Alexandra Cock is also an insurance agent. Employees who are insurance agents may be paid for these services. In cases where we receive payment, there may be a conflict of interest. At all times, you are free to choose outside agents to avoid the possibility of there being a conflict of interest.

Alexandra Cock has also maintained a membership in the Washington State Bar Association since 1981.

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**ITEM 5 - ADDITIONAL COMPENSATION**

Other than work with Wealth Plus and any disclosures made in Items 2 and 4 above, Alexandra Cock receives no additional compensation related to outside business activities.

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**ITEM 6 - SUPERVISION**

Alexandra Cock is the sole managing member of Wealth Plus and is the supervising authority. Alexandra Cock remains aware of and keeps us in compliance with the current rules and regulations put forth by each ruling regulatory authority where we conduct our business. Wealth Plus maintains a written compliance

manual that is reviewed with employees when they are hired as well as annually. Wealth Plus has established internal policies for the guidance of its trading personnel. Transactions, which vary from the guidelines, are subject to periodic supervisory review. These guidelines are reviewed yearly and periodically adjusted. Alexandra Cock is located at 2171 Francisco Boulevard East, Suite D, San Rafael, California 94901 and can be reached by calling (415) 457-8936.

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**ITEM 7 - REQUIREMENTS FOR STATE-REGISTERED ADVISERS**

Other than any disclosures made in Item 3 above, Alexandra Cock has not been found liable in any additional material arbitration or liable in a civil, self-regulatory organization, or administrative proceeding involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices. Alexandra Cock has never been the subject of a bankruptcy petition.