Item 1 Cover Page

FORM ADV PART 2A
Brochure

October 15, 2024

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This Brochure provides information about the qualifications and business practices of Media Wealth, LLC. If you have any questions about the contents of this Brochure, please contact James M. Knight, our Chief Compliance Officer at 650-252-0550.

The information in this Brochure has not been approved or verified by the U.S. Securities and Exchange Commission or by any state authority. Additional information about Media Wealth, LLC is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Media Wealth, LLC as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 MATERIAL CHANGES

This Item of the Brochure discusses only material changes that are made to the Brochure since the last annual update and provides clients with a summary of such changes.

Since the last annual update filing in March 2024, we had the following changes:

- In March 2024, we adjusted our compensation model to allow third parties to compensate us and our affiliates for providing expanded services and products. Items 4, 5, and 10 were updated to reflect this arrangement.

- In October 2024, Media Wealth moved its main office to 1646 N. California Blvd., Suite 320, Walnut Creek, CA 94596

ANY QUESTIONS: Media Wealth's Chief Compliance Officer, James M. Knight, is available to address any questions regarding this Brochure.

Item 3 TABLE OF CONTENTS

ITEM 1 COVER PAGE 1

ITEM 2 MATERIAL CHANGES 2

ITEM 3 TABLE OF CONTENTS 3

ITEM 4 ADVISORY BUSINESS 4

ITEM 5 FEES AND COMPENSATION 8

ITEM 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT 10

ITEM 7 TYPES OF CLIENTS 10

ITEM 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS 11

ITEM 9 DISCIPLINARY INFORMATION 15

ITEM 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS 15

ITEM 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING 17

ITEM 12 BROKERAGE PRACTICES 18

ITEM 13 REVIEW OF ACCOUNTS 20

ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION 20

ITEM 15 CUSTODY 22

ITEM 16 INVESTMENT DISCRETION 22

ITEM 17 VOTING CLIENT SECURITIES 23

ITEM 18 FINANCIAL INFORMATION 23

Item 4 ADVISORY BUSINESS

Media Wealth, LLC ("Media Wealth") is part of the Focus Financial Partners, LLC ("Focus LLC") partnership. Specifically, Media Wealth is a wholly-owned indirect subsidiary of Focus LLC. Ferdinand FFP Acquisition, LLC is the sole managing member of Focus LLC. Ultimate governance of Focus LLC is conducted through the board of directors at Ferdinand FFP Ultimate Holdings, LP. Focus LLC is majority-owned, indirectly and collectively, by investment vehicles affiliated with Clayton, Dubilier & Rice, LLC ("CD&R"). Investment vehicles affiliated with Stone Point Capital LLC ("Stone Point") are indirect owners of Focus LLC. Because Media Wealth is an indirect, wholly-owned subsidiary of Focus LLC, CD&R and Stone Point investment vehicles are indirect owners of Media Wealth.

Focus LLC also owns other registered investment advisers, broker-dealers, pension consultants, insurance firms, business managers and other firms (the "Focus Partners"), most of which provide wealth management, benefit consulting and investment consulting services to individuals, families, employers, and institutions. Some Focus Partners also manage or advise limited partnerships, private funds, or investment companies as disclosed on their respective Form ADVs.

Media Wealth is managed by James Knight, Michael Spector, Eric Swensen, Aaron White, Evan Rothschild, Gregory Warner, Jayne Smith, Sarah Robinson, and Mark Bates ("Media Wealth Principals"), pursuant to a management agreement between Cambridge Partners, LLC and Media Wealth. The Media Wealth Principals serve as leaders and officers of Media Wealth and, in that capacity, are responsible for the management, supervision and oversight of Media Wealth.

Media Wealth offers clients discretionary and non-discretionary investment management, financial planning, and other consulting services as discussed in more detail below.

INVESTMENT MANAGEMENT SERVICES

Media Wealth offers investment management services on a *fee-only* basis. Media Wealth's annual investment management services also include, to the extent requested by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined at the sole discretion of Media Wealth), Media Wealth may determine to charge for these additional services pursuant to a stand-alone Financial Planning and Consulting Agreement.

Before engaging Media Wealth to provide planning or consulting services, clients are required to enter into an Investment Advisory Agreement with Media Wealth setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to beprovided, and the portion of the fee that is due from the client.

To commence the investment management process, Media Wealth representatives consult with clients to discuss their financial condition, investment experience, time horizon, risk tolerance level, income requirements, and other relevant factors. Media Wealth representatives then help clients develop investment objectives, individualized investment guidelines, and an asset allocation strategy. Media Wealth supervises account transactions on a continuous basis, and each client's portfolio holdings and asset allocations are monitored on at least a quarterly basis.

There are three levels of services offered which are delineated by the asset levels the client maintains. For clients with up to $500,000 of investable assets, Media Wealth will manage the portfolio based on a client's objectives and risk tolerance. A Media Wealth advisor will be assigned to each client and is available to discuss the portfolio with clients. For clients with investable assets between $500,000 and $1,000,000, financial planning services will also be available to the client. This includes an initial financial plan and periodic updates as requested by the client. For clients with investable assets between $1,000,000 and $5,000,000, additional planning services will be offered, including estate, charitable and insurance planning, as well as tax planning opportunities. For clients with investable assets above $5,000,000, clients will also have access to tax services, including preparation, for an additional fee.

ADDITIONAL INFORMATION

Before engaging Media Wealth to provide advisory services, clients are required to enter into an Investment Advisory Agreement with Media Wealth setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client. Typically, clients must authorize Media Wealth to exercise discretionary trading authority over the assets dedicated to the client's recommended strategy, which include the initial allocation and ongoing rebalancing. The discretionary authority allows Media Wealth to buy, sell or otherwise trade the assets in the client's account without prior approval of each transaction. In addition, clients may impose reasonable restrictions on any of Media Wealth's advisory services at any time, but restrictions must be delivered to Media Wealth as designated by Media Wealth.

Reports summarizing the client's current asset allocation, transactions and current holdings can be accessed at any time through the client website at www.mediawealth.com. Clients are encouraged to visit the website on a regular basis to review their account details.

In performing its services, Media Wealth is not required to verify any information received from the client and is expressly authorized to rely thereon. It is always the client's responsibility to promptly notify Media Wealth if there is any change in their financial situation or investment objective. This notification of change allows Media Wealth to an opportunity to review, evaluate, or revise Media Wealth's previous recommendations or services.

Media Wealth may provide consulting services on investment and non-investment-related matters on a stand-alone separate fee basis. Clients are required to enter into a separate agreement with Media Wealth setting forth the terms and conditions of the engagement. In certain circumstances, Media Wealth personnel may be engaged to assist in the preparation and filing of client tax returns for a set fee in addition to any other service, when agreed upon in writing. Additionally, when appropriate as part of the financial planning process, Media Wealth may recommend the use of an independent third party estate planning tool for an additional set fee, when agreed upon in writing. If requested by the client, Media Wealth may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of Media Wealth in these instances or any other recommended professional. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation from Media Wealth.

Media Wealth does not serve as a law firm, accounting firm, or insurance agency, and no portion of its services should be viewed as legal, accounting, or insurance implementation services. Accordingly, Media Wealth does not prepare estate planning documents or sell insurance products. However, to the extent requested by a client, Media Wealth may recommend the services of other professionals for implementation purposes (i.e. attorneys, accountants, insurance agents, etc.). The client is under no obligation to engage the services of any recommended professional. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation from Media Wealth related to such services. If the client engages any recommended professional, and a dispute arises from that engagement, the client agrees to seek damages exclusively from the engaged professional.

Media Wealth is a fiduciary under the Employee Retirement Income Securities Act of 1974, as amended ("ERISA") with respect to investment management services and investment advice provided to ERISA plan clients, including ERISA plan participants. Media Wealth is also a fiduciary under section 4975 of the Internal Revenue Code (the "IRC") with respect to investment management services and investment advice provided to individual retirement accounts ("IRAs"), ERISA plans, and ERISA plan participants. As such, Media Wealth is subject to specific duties and obligations under ERISA and the IRC that include, among other things, prohibited transaction rules which are intended to prohibit fiduciaries from acting on conflicts of interest. When a fiduciary gives advice in which it has a conflict of interest, the fiduciary must either avoid or eliminate the conflict or rely upon a prohibited transaction exemption (a "PTE.")

As a fiduciary, we have duties of care and of loyalty to you and are subject to obligations imposed on us by the federal and state securities laws. As a result, you have certain rights that you cannot waive or limit by contract. Nothing in our agreement with you should be interpreted as a limitation of our obligations under the federal and state securities laws or as a waiver of any unwaivable rights you possess.

Media Wealth may provide investment advice about private investment funds, and may also recommend, on a non-discretionary basis, that certain qualified clients consider an investment in private investment funds. Media Wealth's role relative to the private investment funds will be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) will be included for purposes of Media Wealth calculating its annual investment advisory fee. Media Wealth clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

While Media Wealth may recommend allocating investment assets to private investment funds that are not available directly to the public, Media Wealth may also recommend that clients allocate investment assets to publicly available mutual funds and exchange-traded funds ("ETFs") that the client could obtain without engaging Media Wealth as an investment adviser. If a client or prospective client determines to allocate investment assets to publicly available mutual funds or ETFs without engaging Media Wealth as an investment adviser, the client or prospective client would not receive the benefit of Media Wealth's initial and ongoing investment advisory services. Certain mutual funds, such as those issued by Dimensional Fund Advisors ("DFA"), are only available through professional intermediaries like registered investment advisers. Media Wealth may allocate client investment assets to DFA mutual funds. Upon the termination of Media Wealth's services, clients may be restricted in transferring or purchasing additional shares of DFA mutual funds or similarly restricted mutual funds.

Additionally, Media Wealth may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated independent investment managers ("Independent Manager(s)") in accordance with the client's designated investment objective(s). The client may be required to enter into a separate agreement with the Independent Manager(s), which will set forth the terms of the client's engagement with the Independent Manager(s). In these situations, the Independent Manager(s) will have day-to-day responsibility for the active discretionary management of the allocated assets. Media Wealth will continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. The factors Media Wealth considers in recommending Independent Manager(s) include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fee charged by the Independent Manager(s) is separate from, and in addition to, Media Wealth's advisory fee as set forth in Item 5.

We implement investment advice on behalf of clients in certain held-away accounts – for example, 401(k) or 529 plan accounts – maintained either at the custodians with whom we have an institutional relationship or at other independent third-party custodians. We have the capability to review, monitor, and manage these held-away accounts in a fashion similar to the way in which we review, monitor, and manage accounts that are not held away.

Media Wealth also has business arrangements with SCS Capital Management LLC ("SCS") and Origin Investments Group, LLC ("Origin"), which are indirect, wholly-owned subsidiaries of Focus LLC, under which certain clients of Media Wealth have the option of investing in certain private investment vehicles managed by SCS or Origin. Media Wealth is an affiliate of SCS and Origin by virtue of being under common control with them. Please see Items 5, 10, and 11 of this Brochure for further details.

Additionally, we help our clients obtain certain insurance solutions from unaffiliated, third-party insurance brokers by introducing clients to our affiliate, Focus Risk Solutions, LLC ("FRS"), a wholly owned subsidiary of our parent company, Focus Financial Partners, LLC. Please see Items 5 and 10 for a fuller discussion of this service and other important information.

Media Wealth, in its sole discretion, may determine to provide a client with a service level for which that client does not have the asset levels described above.

Media Wealth does not participate in a wrap fee program.

As of December 31, 2023, Media Wealth maintained approximately $109,363,530 in client assets under management, all being managed on a discretionary basis.

Item 5 FEES AND COMPENSATION

Media Wealth charges an annual advisory fee for the services provided which is based on a percentage of the market value of the assets under management as follows:

Total Annual Client Fee Rate	Asset Tier
0.95%	on the first $3,000,000 of managed assets, plus
0.80%	on the next $2,000,000 of managed assets, plus
0.70%	on the next $5,000,000 of managed assets, plus
0.50%	on the next $10,000,000 of managed assets, plus
0.40%	on the next $10,000,000 of managed assets, plus
0.30%	on assets over $30,000,000

The investment advisory fee is computed on the last day of each quarter by determining the market value of assets under management, including cash, accrued interest, accrued dividends, and securities purchased on margin, using the following guidelines: (a) cash or cash equivalents are valued at their dollar value; and (b) marketable securities are valued at the current market price provided by the custodian.

The investment advisory fee is billed quarterly, in advance, and prorated for accounts established or terminated at times other than the start of the quarter.

Although Media Wealth generally charges for investment management services according to the fee schedule provided above, Media Wealth may negotiate alternative fee arrangements (including a fixed percentage or lower minimum) with the client based on various factors, which may include, but are not limited to other relationships of between the client and Media Wealth or affiliates of Media Wealth.

Media Wealth's investment advisory fees will be deducted from the client's custodial account. Both Media Wealth's investment advisory agreement and the custodial agreement authorize the custodian to debit the account for the amount of Media Wealth's investment advisory fee and to directly remit that management fee to Media Wealth in compliance with regulatory procedures. The custodian of the client's accounts provides each client with a statement, at least quarterly, indicating separate line items for all amounts disbursed from the client's account(s), including any fees paid directly to Media Wealth.

Clients may make additions to and withdrawals from their account at any time, subject to Media Wealth's right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the right to liquidate transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets at any time on notice to Media Wealth, subject to the usual and customary securities settlement procedures. However, the Media Wealth generally designs portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. Media Wealth may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, short-term redemption fees and/or tax ramifications.

All assets under management are held by the independent qualified custodian Charles Schwab & Co., Inc., an SEC-registered, FINRA and SIPC member broker-dealer ("Schwab"). Clients will be required to complete account paperwork as required by Schwab. Broker-dealers such as Schwab charge brokerage commissions and/or transaction fees for effecting certain securities transactions (e.g, transaction fees are charged for certain no-load mutual funds, commissions may be charged for individual equity and fixed income securities transactions). In addition to Media Wealth's investment advisory fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and ETF purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). In the limited event that Media Wealth purchases or sells individual fixed income security, the transaction may be affected through a broker-dealer other than the account custodian, when Media Wealth reasonably believes that it would be beneficial for the client. However, in this event, the client generally will incur both the fee (commission, mark-up/mark-down) charged by the executing broker-dealer and a separate "tradeaway" and/or prime broker fee charged by the account custodian. For Independent Managers, clients should review each manager's Form ADV 2A disclosure brochure and either the contract they sign with the Independent Manager (in a dual contract relationship) or their Statement of Investment Selection (in a single contract relationship) for additional information about fees and expenses charged.

For certain clients, we charge an advisory fee for services provided to the held-away accounts mentioned above in Item 4, just as we do with client accounts held at our primary custodian. The specific fee schedule charged by us is provided in the client's investment advisory agreement with us.

In regard to private investment funds, Media Wealth generally relies upon the value or estimated value provided by the specific private investment fund. Media Wealth often receives private fund valuations on a delayed basis; such delays could mean that the current value of an investor's fund holding could be significantly more or less than the value shown on their statement. Media Wealth's advisory fee is based on the value shown on the client statement. While our current practice is to value private investment funds based on the valuations received from the private fund managers, we retain the discretion to independently determine a value for any private investment fund in circumstances when we believe that the value or estimated value provided by the private investment fund does not accurately reflect the value of the private investment fund. In any such cases, we would rely upon available ancillary reporting and other applicable information.

We do not receive any compensation from SCS or Origin in connection with assets that our clients place in SCS's or Origin's pooled investment vehicles. Media Wealth's clients are not advisory clients of SCS or Origin and do not pay advisory fees to SCS or Origin. However, our clients bear the costs of the SCS's and Origin's investment vehicle or vehicles in which they are invested, including any management fees and performance fees payable to SCS or Origin.

The allocation of Media Wealth's client assets to SCS's or Origin's pooled investment vehicles, rather than to an unaffiliated investment manager, increases SCS's and Origin's compensation and the revenue to Focus LLC relative to a situation in which our clients are excluded from SCS's or Origin's pooled investment vehicles or invested in an unaffiliated third party's pooled investment vehicles. As a consequence, Focus LLC has a financial incentive to cause us to recommend that our clients invest in SCS's and Origin's pooled investment vehicles.

As mentioned above, we also help our clients obtain certain insurance solutions from unaffiliated, third-party insurance brokers by introducing clients to our affiliate, Focus Risk Solutions, LLC ("FRS"), a wholly owned subsidiary of our parent company, Focus Financial Partners, LLC. FRS has arrangements with certain third-party insurance brokers (the "Brokers") under which the Brokers assist our clients with regulated insurance sales activity. If FRS refers one of our clients to a Broker and there is a subsequent purchase of insurance through the Broker, then FRS will receive a portion of the upfront and/or ongoing commissions paid to the Broker by the insurance carrier with which the policy was placed. The amount of revenue earned by FRS for the sale of these insurance products will vary over time in response to market conditions. The amount of insurance commission revenue earned by FRS is considered for purposes of determining the amount of additional compensation that certain of our financial professionals are entitled to receive. The amount of revenue earned by FRS for a particular insurance product will also differ from the amount of revenue earned by FRS for other types of insurance products. Further information on this conflict of interest is available in Item 10 of this Brochure.

The investment advisory agreement between Media Wealth and the client will continue in effect until terminated by either party by notice in accordance with the terms of the investment advisory agreement. Upon termination, Media Wealth will refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

Neither Media Wealth, nor its representatives accept compensation from the sale of securities or other investment products.

Item 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Neither Media Wealth nor any supervised person of Media Wealth accepts performance-based fees or participates in side-by-side management. Performance-based fees are fees that are based on a share of a capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Media Wealth's fees are calculated as described in Item 5 above.

Item 7 TYPES OF CLIENTS

Media Wealth's clients include individuals, high-net worth individuals, pension and profit sharing plans and trusts and estates. Media Wealth does not require a minimum asset value for investment management services, and also applies the minimum asset value levels described above in Item 4 for the differing levels of service. Multiple accounts for the same client may be aggregated to meet the minimum account value for the described services levels. In addition, Media Wealth does not impose a minimum annual investment advisory fee.

Media Wealth may reduce its fees in its sole discretion. As result, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. Media Wealth reserves the right to accept or decline a potential client for any reason in its sole discretion.

Item 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF LOSS

Media Wealth may utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

The model portfolios utilized by Media Wealth are intended to address various differing risk levels. The asset allocation models primarily utilize exchange traded funds ("ETFs") and range from relatively conservative to relatively aggressive. Media Wealth may utilize the following investment strategies:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)

Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Media Wealth) will be profitable or equal any specific performance level(s).

Every method of analysis has its own inherent risks. To perform an accurate market analysis Media Wealth must have access to current/new market information. Media Wealth has no control over the dissemination rate of market information; therefore, unbeknownst to Media Wealth, certain analyses may be compiled with outdated market information, severely limiting the value of Media Wealth’s analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Media Wealth’s primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

Generally, the market value of equity stocks will fluctuate with market conditions, and small- stock prices generally will fluctuate more than large-stock prices. The market value of fixed income securities will generally fluctuate inversely with interest rates and other market conditions prior to maturity. Fixed income securities are obligations of the issuer to make payments of principal and/or interest on future dates, and include, among other securities: bonds, notes and debentures issued by corporations; debt securities issued or guaranteed by the U.S. government or one of its agencies or instrumentalities, or by a non-U.S. government or one of its agencies or instrumentalities; municipal securities; and mortgage-backed and asset- backed securities. These securities may pay fixed, variable, or floating rates of interest, and may include zero coupon obligations and inflation-linked fixed income securities. The value of longer duration fixed income securities will generally fluctuate more than shorter duration fixed income securities. Investments in overseas markets also pose special risks, including currency fluctuation and political risks, and it may be more volatile than that of a U.S. only investment. Such risks are generally intensified for investments in emerging markets. In addition, there is no assurance that an ETF will achieve its investment objective. Past performance of investments is no guarantee of future results.

Additional risks involved in the securities recommended by Media Wealth include, among others:

- *Stock market risk*, which is the chance that stock prices overall will decline. The market value of equity securities will generally fluctuate with market conditions. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. Prices of equity securities tend to fluctuate over the short term as a result of factors affecting the individual companies, industries or the securities market as a whole. Equity securities generally have greater price volatility than fixed income securities.
- *Sector risk*, which is the chance that significant problems will affect a particular sector, or that returns from that sector will trail returns from the overall stock market. Daily fluctuations in specific market sectors are often more extreme than fluctuations in the overall market.

- *Issuer risk*, which is the risk that the value of a security will decline for reasons directly related to the issuer, such as management performance, financial leverage, and reduced demand for the issuer's goods or services.
- *Non-diversification risk*, which is the risk of focusing investments in a small number of issuers, industries or foreign currencies, including being more susceptible to risks associated with a single economic, political or regulatory occurrence than a more diversified portfolio might be.
- *Value investing risk*, which is the risk that value stocks not increase in price, not issue the anticipated stock dividends, or decline in price, either because the market fails to recognize the stock's intrinsic value, or because the expected value was misgauged. If the market does not recognize that the securities are undervalued, the prices of those securities might not appreciate as anticipated. They also may decline in price even though in theory they are already undervalued. Value stocks are typically less volatile than growth stocks, but may lag behind growth stocks in an up market.
- *Smaller company risk*, which is the risk that the value of securities issued by a smaller company will go up or down, sometimes rapidly and unpredictably as compared to more widely held securities. Investments in smaller companies are subject to greater levels of credit, market and issuer risk.
- *Foreign (non-U.S.) investment risk*, which is the risk that investing in foreign securities result in the portfolio experiencing more rapid and extreme changes in value than a portfolio that invests exclusively in securities of U.S. companies. Risks associated with investing in foreign securities include fluctuations in the exchange rates of foreign currencies that may affect the U.S. dollar value of a security, the possibility of substantial price volatility as a result of political and economic instability in the foreign country, less public information about issuers of securities, different securities regulation, different accounting, auditing and financial reporting standards and less liquidity than in the U.S. markets.
- *Interest rate risk*, which is the chance that prices of fixed income securities decline because of rising interest rates. Similarly, the income from fixed income securities may decline because of falling interest rates.
- *Credit risk,* which is the chance that an issuer of a fixed income security will fail to pay interest and principal in a timely manner, or that negative perceptions of the issuer's ability to make such payments will cause the price of that fixed income security to decline.
- *Exchange Traded Fund (ETF) risk*, which is the risk of an investment in an ETF, including the possible loss of principal. ETFs typically trade on a securities exchange and the prices of their shares fluctuate throughout the day based on supply and demand, which may not correlate to their net asset values. Although ETF shares will be listed on an exchange, there can be no guarantee that an active trading market will develop or continue. Owning an ETF generally reflects the risks of owning the underlying securities it is designed to track. ETFs are also subject to secondary market trading risks. In addition, an ETF may not replicate exactly the performance of the index it seeks to track for a number of reasons, including transaction costs incurred by the ETF, the temporary unavailability of certain securities in the secondary market, or

discrepancies between the ETF and the index with respect to weighting of securities or number of securities held.

- *Management risk*, which is the risk that the investment techniques and risk analyses applied by Media Wealth may not produce the desired results and that legislative, regulatory, or tax developments, affect the investment techniques available to Media Wealth. There is no guarantee that a client's investment objectives will be achieved.
- *Real Estate risk*, which is the risk that an investor's investments in Real Estate Investment Trusts ("REITs") or real estate-linked derivative instruments will subject the investor to risks similar to those associated with direct ownership of real estate, including losses from casualty or condemnation, and changes in local and general economic conditions, supply and demand, interest rates, zoning laws, regulatory limitations on rents, property taxes and operating expenses. An investment in REITs or real estate-linked derivative instruments subject the investor to management and tax risks.
- *Cybersecurity risk,* which is the risk related to unauthorized access to the systems and networks of Media Wealth and its service providers. The computer systems, networks and devices used by Media Wealth and service providers to us and our clients to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks or devices potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach. Cybersecurity breaches can include unauthorized access to systems, networks or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. Cybersecurity breaches cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or other compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issues of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers and other financial institutions; and other parties. In addition, substantial costs may be incurred by those entities in order to prevent any cybersecurity breaches in the future.

Clients are advised that they should only commit assets for management that can be invested for the long term, that volatility from investing can occur, and that all investing is subject to risk. Media Wealth does not guarantee the future performance of a client's portfolio, as investing in securities involves the risk of loss that clients should be prepared to bear.

Past performance of a security or a fund is not necessarily indicative of future performance or risk of loss.

Item 9 DISCIPLINARY INFORMATION

Registered investment advisors are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the advisor and the integrity of the advisor's management. Media Wealth has no disciplinary history and consequently, is not subject to any disciplinary disclosures.

Item 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Neither Media Wealth, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither Media Wealth, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

Media Wealth does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

Other Affiliations.

Adero Partners, LLC
Media Wealth is affiliated with the registered investment adviser Adero Partners, LLC ("Adero Partners"). Adero Partners provides to Media Wealth management, advisory, operational and administrative personnel. In addition, Adero Partners makes available to Media Wealth office space, systems and other operational platforms.

Vista Venture Partners LLC
Vista Venture Partners LLC ("VVP"), which is a California limited liability company that invests in early stage private companies, is owned by officers of Adero Partners and by two advisory clients of Adero Partners. Media Wealth does not recommend investment in VVP to its clients and does not recommend that its clients invest in any companies in which VVP invests. Media Wealth's Chief Compliance Officer, James M. Knight, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Focus Financial Partners, LLC
As noted above in response to Item 4, certain investment vehicles affiliated with CD&R collectively are indirect majority owners of Focus Inc., and certain investment vehicles affiliated with Stone Point are indirect owners of Focus Inc. Because Media Wealth is an indirect, wholly-owned subsidiary of Focus LLC, CD&R and Stone Point investment vehicles are indirect owners of Media Wealth.

As stated earlier in Items 4 and 5 of this Brochure, under certain circumstances we offer our clients the opportunity to invest in pooled investment vehicles managed by SCS and Origin. SCS and Origin provide these services to such clients pursuant to limited liability company agreements or limited partnership agreement documents and in exchange for a fund-level management fee and performance fee paid by our clients and not by us. SCS and Origin, like Media Wealth, are indirect wholly owned subsidiaries of Focus LLC and are therefore under common control with Media Wealth. The allocation of our client's assets to SCS's or Origin's pooled investment vehicles, rather than to an unaffiliated investment manager, increases SCS's and Origin's, and indirectly Focus LLC's, compensation and revenue. As a consequence, Focus LLC has a financial incentive to cause Media Wealth to recommend that our clients invest in SCS's or Origin's pooled investment vehicles, which creates a conflict of interest with those Media Wealth clients who invest, or are eligible to invest, in SCS's or Origin's pooled investment vehicles. More information about Focus LLC can be found at www.focusfinancialpartners.com.

We believe this conflict is mitigated because of the following factors: (1) this arrangement is based on our reasonable belief that investing a portion of Media Wealth clients' assets in SCS's or Origin's investment vehicles is in the best interests of the affected clients; (2) SCS or Origin and its investment vehicles have met the due diligence and performance standards that we apply to outside, unaffiliated investment managers; (3) clients will invest in the pooled investment vehicles on a nondiscretionary basis through the completion of subscription documentation; (4) subject to redemption restrictions, we are willing and able to reallocate Media Wealth client assets to other unaffiliated investment vehicles, in part or in whole, if SCS's or Origin's services become unsatisfactory in our judgment and at our sole discretion; and (5) we have fully and fairly disclosed the material facts regarding this relationship to you, including in this Brochure, and Media Wealth clients who invest in SCS's or Origin's pooled investment vehicles have given their informed consent to those investments.

Focus Risk Solutions, LLC

We help clients obtain certain insurance products from unaffiliated insurance companies by introducing clients to our affiliate, Focus Risk Solutions, LLC ("FRS"), a wholly owned subsidiary of our parent company, Focus Financial Partners, LLC ("Focus"). FRS acts as an intermediary to facilitate our clients' access to insurance products. FRS has agreements with certain third-party insurance brokers (the "Brokers") under which the Brokers assist our clients with regulated insurance sales activity.

If FRS refers one of our clients to a Broker and there is a subsequent purchase of insurance through the Broker, FRS will receive a portion of the upfront and/or ongoing commissions paid to the Broker by the insurance carrier with which the policy was placed. The amount of revenue earned by FRS for the sale of these insurance products will vary over time in response to market conditions. The amount of insurance commission revenue earned by FRS is considered for purposes of determining the amount of additional compensation that certain of our financial professionals are entitled to receive. The amount of revenue earned by FRS for a particular insurance product will also differ from the amount of revenue earned by FRS for other types of insurance products. This revenue is also revenue for our and FRS's common parent company, Focus. Accordingly, we have a conflict of interest when recommending FRS's services to clients because of the compensation to certain of our financial professionals and to our affiliates, FRS and Focus. We mitigate this conflict by: (1) fully and fairly disclosing the material facts concerning the above arrangements to our clients, including in this Brochure; and (2) offering FRS solutions to clients on a strictly nondiscretionary and fully disclosed basis, and not as part of any discretionary investment services. Additionally, we note that clients who use FRS's services will receive product-specific disclosure from the Brokers and insurance carriers and other unaffiliated third-party intermediaries that provide services to our clients.

The insurance premium is ultimately dictated by the insurance carrier, although in some circumstances the Brokers or FRS may have the ability to influence an insurance carrier to lower the premium of the policy. The final rate may be higher or lower than the prevailing market rate, and may be higher than if the policy was purchased directly through the Broker without assistance of FRS. We can offer no assurances that the rates offered to you by the insurance carrier are the lowest possible rates available in the marketplace.

Item 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Media Wealth has a Code of Ethics (the "Code") which requires Media Wealth's employees ("supervised persons") to comply with their legal obligations and fulfill the fiduciary duties owed to the Firm's clients. Among other things, the Code sets forth policies and procedures related to conflicts of interest, outside business activities, gifts and entertainment, compliance with insider trading laws and policies and procedures governing personal securities trading by supervised persons.

Personal securities transactions of supervised persons present potential conflicts of interest with the price obtained in client securities transactions or the investment opportunity available to clients. The Code addresses these potential conflicts by prohibiting securities trades that would breach a fiduciary duty to a client and requiring, with certain exceptions, supervised persons to report their personal securities holdings and transactions to Media Wealth for review by the Firm's Chief Compliance Officer. The Code also requires supervised persons to obtain pre-approval of certain investments, including initial public offerings and limited offerings.

In accordance with Section 204A of the Investment Advisers Act of 1940 (the "Advisers Act"), Media Wealth also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Media Wealth or any person associated with Media Wealth. A copy of Media Wealth's Code of Ethics will be provided to clients upon request by contacting our Chief Compliance Officer.

Neither Media Wealth nor any related person of Media Wealth recommends, buys, or sells for client accounts, securities in which Media Wealth or any related person of Media Wealth has a material financial interest.

Media Wealth and/or representatives of Media Wealth may buy or sell securities that are also recommended to clients. This situation creates conflicts of interest, because if Media Wealth did not maintain policies and procedures that are designed to mitigate these conflicts of interest, Media Wealth or its employees could potentially benefit from (i) clients buying securities that Media Wealth or employees then sell because client purchases may increase the value of a security Media Wealth or the employee owns and then sells, or (ii) clients selling securities that Media Wealth or the related person then buys, because client sales may reduce the market price of a security Media Wealth or the employee then buys. Media Wealth has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Media Wealth's Access Persons.

Media Wealth's personal securities transaction policy requires that persons designated as "access persons" of Media Wealth must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an access person. Additionally, each access person must provide the Chief Compliance Officer or his/her designee with a written report of the access person's current securities holdings at least once each twelve (12) month period thereafter on a date Media Wealth selects.

As described in above, Media Wealth employees may buy or sell securities, at or around the same time as those securities are recommended to clients. Trades by Media Wealth employees are not generally required to be aggregated with client transactions as discussed in Item 12. However, Media Wealth maintains policies discussed in this Item 11 that are designed to review and monitor employee trading in an effort to mitigate these conflicts of interests.

Media Wealth recommends that certain of our clients invest in private investment funds managed by affiliated Focus partner firms. Please refer to Items 4, 5 and 10 for additional information.

Item 12 BROKERAGE PRACTICES

Clients are required to maintain brokerage and custodial arrangements at Schwab. Before engaging Media Wealth to provide investment management services, the client will be required to enter into a formal investment advisory agreement with Media Wealth setting forth the terms and conditions under which Media Wealth will manage the client's assets, and a separate custodial/clearing agreement with Schwab.

Factors that Media Wealth considers in recommending Schwab include Media Wealth's historical relationship with the broker-dealer, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Media Wealth's clients comply with Media Wealth's duty to seek to best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Media Wealth determines, in good faith, that the commission/transaction fee is reasonable.

In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Media Wealth will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Media Wealth's investment management fee. The transactions fees charged by Schwab could be more than other broker-dealers/custodians charge for similar accounts and transactions.

Additional Benefits

Although not a material consideration in determining that clients are required to utilize the services of Schwab, Media Wealth will receive from Schwab without cost (and/or at a discount) support services and/or products, certain of which assist Media Wealth to better monitor and service client accounts maintained at Schwab. Included within the support services that can be obtained by Media Wealth may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, payment and/or reimbursement for services provided by third-party consultants/vendors, computer hardware and/or software and/or other products used by Media Wealth in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that are received assist Media Wealth in managing and administering client accounts. Others assist Media Wealth to manage and further develop its business enterprise.

Media Wealth's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by Media Wealth to Schwab to invest any specific amount or percentage of client assets in any specific securities or other investment products as a result of the above arrangement.

Media Wealth does not accept directed brokerage arrangements. In client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Media Wealth will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Media Wealth.

Media Wealth's goal is to execute trades seamlessly and in the best interest of the client. In the event a trade error occurs, Media Wealth endeavors to identify the error in a timely manner, correct the error so that the client's account is in the position it would have been had the error not occurred, and, after evaluating the error, assess what action(s) might be necessary to prevent a recurrence of similar errors in the future.

Trade errors generally are corrected through the use of a “trade error” account or similar account at Schwab. In such account, Media Wealth retains the net gains resulting from trade errors to offset any trade error reimbursements that it must provide to clients. In all cases, Media Wealth will take the appropriate measures to return the client’s account to its intended position.

Transactions for each client account will generally be effected at approximately the same time, but still also may be effected independently. Media Wealth may (but is not obligated to) combine or “bunch” orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Media Wealth’s clients differences in prices and commissions or other transaction costs that might have been obtained had orders been placed independently. To the extent that the Firm determines to aggregate client orders for the purchase or sale of securities, including securities in which the Firm’s supervised persons may invest, the Firm will generally do so in a fair and equitable manner in accordance with applicable rules promulgated under the Advisers Act and guidance provided by the staff of the SEC and consistent with policies and procedures established by the Firm. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Media Wealth does not receive any additional compensation in the event it aggregates client transactions.

Item 13 REVIEW OF ACCOUNTS

The Firm monitors client portfolios as part of its ongoing process and reviews client portfolios to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance and/or account additions/withdrawals. Based upon these factors, there may be extended periods of time when Media Wealth determines that changes to a client’s portfolio are neither necessary nor prudent. Of course, there can be no assurance that investment decisions made by Media Wealth will be profitable or equal any specific performance level(s). As part of this process, the Firm periodically rebalances client portfolios back to target allocations in striving to maintain risk and reward levels consistent with clients’ objectives and risk tolerance.

More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, changes in the market or political environment. It is the client’s responsibility to notify Media Wealth immediately of any material change in their objectives, risk tolerance and/or financial situation, which would require immediate review/revision of the client's investment objectives.

All clients receive monthly statements and confirmations of transactions directly from Schwab. In addition, a client also has ongoing daily electronic access to his/her portfolio via Media Wealth’s client portal where they will be able to review holdings and performance.

Item 14 CLIENT REFERRALS AND OTHER COMPENSATION

As indicated at Item 12 above*,* Media Wealth will receive from Schwab and without cost (and/or at a discount), support services and/or products. Media Wealth's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as result of these arrangements. There is no corresponding commitment made by Media Wealth to Schwab or to any other entity, to invest any specific amount or percentage of client assets in any specific securities or other investment products as a result of the above arrangements.

Media Wealth's parent company is Focus Financial Partners, LLC ("Focus"). From time to time, Focus holds partnership meetings and other industry and best-practices conferences, which typically include Media Wealth, other Focus firms, and external attendees. These meetings are first and foremost intended to provide training or education to personnel of Focus firms, including Media Wealth. However, the meetings to provide sponsorship opportunities for asset managers, asset custodians, vendors and other third-party service providers. Sponsorship fees allow these companies to advertise their products and services to Focus firms, including Media Wealth. Although the participation of Focus firm personnel in these meetings is not preconditioned on the achievement of a sales target for any conference sponsor, this practice could nonetheless be deemed a conflict as the marketing and education activities conducted, and the access granted, at such meetings and conferences could cause Media Wealth to focus on those conference sponsors in the course of its duties. Focus attempts to mitigate any such conflict by allocating the sponsorship fees only to defraying the cost of the meeting or future meetings and not as revenue for itself or any affiliate, including Media Wealth. Conference sponsorship fees are not dependent on assets placed with any specific provider or revenue generated by such asset placement.

The following entities have provided conference sponsorship to Focus from January 1, 2023 to March 1, 2024:
Orion Advisor Technology, LLC
Fidelity Brokerage Services LLC
Fidelity Institutional Asset Management LLC
TriState Capital Bank
StoneCastle Network, LLC
Charles Schwab & Co., Inc.

You can access updates to the list of conference sponsors on Focus' website through the following link: https://focusfinancialpartners.com/conference-sponsors/

Media Wealth enters into arrangements with certain third-parties, called promoters, some of whom may be affiliated or unaffiliated with Media Wealth, under which such promoters refer clients to us in exchange for a percentage of the advisory fees we collect from such referred clients. Such compensation creates an incentive for the promoters to refer clients to us, which is a conflict of interest for the promoters. Rule 206(4)-1 of the Advisers Act addressed this conflict of interest by, among other things, requiring disclosure of whether the promoter is a client or a non-client and a description of the material conflicts of interest and material terms of the compensation arrangement with the promoter. Accordingly, we require promoters to disclose to referred clients, in writing: whether the promoter is a client or a non-client; that the promoter will be compensated for the referral; the material conflicts of interest arising from the relationship and/or compensation arrangement; and the material terms of the compensation arrangement, including a description of the compensation to be provided for the referral.

All such agreements will be in writing and comply with the applicable state and federal regulations. If a client is introduced to Media Wealth by a solicitor, Media Wealth will pay that solicitor a fee in accordance with the applicable federal and state securities law requirements. While the specific terms of each agreement may differ, generally, the compensation will be based upon Media Wealth's engagement of new clients and the retention of those clients and would be calculated using a varying percentage of the fees paid to Media Wealth by such clients until the account is closed by written authorization from the client. Any such fee shall be paid solely from Media Wealth's fees and shall not result in any additional charge to the client.

Item 15 CUSTODY

Media Wealth does not maintain physical custody of client funds or securities. Clients are required to set up their investment accounts with the independent qualified custodian Schwab.

Your account custodian has physical custody of your assets, but the SEC deems us to have legal custody over your assets if we are authorized to instruct the custodian to deduct our advisory fees directly from clients' custodial accounts, when our personnel serve as trustee for advisory clients, general partner of a private investment fund, and when we have authority to instruct the custodian to transfer assets to third parties pursuant to standing letters of authorization ("SLOA"). We report having custody of client assets under Item 9 Part 1 of Form ADV and are required under Rule 206(4)-2 to obtain a custody audit to verify client assets over which we have authority as a general partner or trustee. For the remaining assets, the SEC has exempted advisers from the custody audit requirement by rule or no-action relief. Clients will receive account statements directly from the custodian at least quarterly. They will be sent to the email or postal mailing address clients provide to the custodian. Clients should carefully review those statements promptly upon receipt, and compare them with any reports they receive from us. Clients are encouraged to note that the account custodian does not verify the accuracy of Media Wealth's advisory fee calculation.

Item 16 INVESTMENT DISCRETION

Clients engage Media Wealth to provide investment advisory services on a discretionary basis. By granting Media Wealth investment discretion, a client authorizes Media Wealth to direct securities transactions and determine which securities are bought and sold, the total amount to be bought and sold, and the costs at which the transactions will be effected. Before Media Wealth assumes discretionary authority over a client's account, the client will be required to execute an investment advisory agreement naming Media Wealth as the client's attorney and agent in fact, granting Media Wealth full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the client's account.

Subject to acceptance by Media Wealth, clients may, at any time, impose restrictions, submitted as required by Media Wealth, on Media Wealth's discretionary authority (i.e. limit the types/amounts of particular securities purchased for their account).

Item 17 VOTING CLIENT SECURITIES

Media Wealth does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities owned by the client will be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Media Wealth to discuss any questions they may have with a particular solicitation.

Item 18 FINANCIAL INFORMATION

A. Media Wealth does not solicit fees of more than $1,200, per client, six months or more in advance.

B. Media Wealth is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

C. Media Wealth has not been the subject of a bankruptcy petition.

Media Wealth's Chief Compliance Officer, James M. Knight, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.