Form ADV Part 2A*
Firm Brochure

Item 1 – Cover Page

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*This Brochure provides information about the qualifications and business practices of Protected Investors of America (PIA). If you have any questions about the contents of this Brochure, please contact PIA at **(800) 786-2559 (415) 398-4363, or heidi@protectedinvestors.com**. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about PIA is also available on the SEC's website at www.advisorinfo.sec.gov.

Item 2 - Material Changes

Since our last annual update was filed in September 2014, we have made the following material changes to our brochure:

- Eric Smith has been replaced as Chief Compliance Officer by Heidi Johnson. Heidi's contact information can be found on the front cover of this brochure and below.
- Item 4 has been updated to include more detailed information regarding third party arrangements.
- Item 5 has been updated to include more information regarding compensation received from arrangements between PIA and National Financial Services, our clearing firm.
- Item 8 has been updated to include a new policy for the valuation of illiquid securities.
- Item 11 has been updated to include new employee trading procedures which include the imposition of a restriction to trade in securities on the same day as a client.
- Item 14 has been updated to disclose compensation earned from the referral of clients to third party investment advisors.

To request a copy of PIA's current Brochure, please contact:

Heidi Johnson, Chief Compliance Officer at (415) 869-5968 or heidi@protectedinvestors.com.

PIA's Brochure is also available on our web site, www.protectedinvestors.com.

The SEC's website, www.advisorinfo.sec.gov, makes available additional information about Protected Investors of America. In addition, the SEC's web site provides information about any registered investment advisor personnel affiliated with Protected Investors of America.

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Item 4 - Advisory Business

Background

Protected Investors of America, Inc. (PIA), founded in 1934, is a full service Broker Dealer and an SEC Registered Investment Adviser headquartered in San Francisco's Financial District. Our investment services are provided through a network of independent Advisors including CFPs®, CFAs, and financial advisors who serve clients throughout the United States. PIA's financial advisors provide customized financial advice, investment options, and personalized service for a wide range of financial objectives.

The majority of PIA's Financial Advisors provide both broker-dealer and advisory services, acting in a dual capacity as Registered Representatives ("RR") and Investment Advisor Representatives ("IAR") of PIA. PIA collectively refers to RR/IARs as "Financial Advisors" in this disclosure document.

Investment Management Services

PIA Financial Advisors provide continuous advice to clients on selecting and executing investments based on the individual needs of the client. PIA requires clients to execute an Investment Advisory Agreement ("Agreement") with their Financial Advisor. The Agreement describes the services provided the client in return for the advisory fee specified in the Agreement. The Agreement remains in effect until terminated, in writing, by either the client or the Financial Advisor. Fees are accrued up until the date of receipt of written notice and payable immediately.

PIA Financial Advisors provide services including analysis of client finances and investments and may recommend appropriate changes based on client's stated financial objectives. PIA Financial Advisors assist clients in completing forms, questionnaires and other required materials concerning the client's current financial situation, financial goals and attitudes toward risk. Questionnaires and personal discussions help PIA Financial Advisors to review the client's specific situation and enable the Financial Advisor to recommend investment selection and allocation based on the client's specific needs and goals.

PIA Financial Advisors monitor and trade and/or reallocate accounts on a discretionary or non-discretionary basis. Financial Advisors execute trades in discretionary accounts without prior notice to clients.

PIA advises that it remains the client's responsibility to notify PIA of changes in their financial situation or investment objectives that may necessitate a review, evaluation or revision, by PIA or their Financial Advisor, of previous recommendations and/or services.

Wrap Fee Program

PIA offers a Wrap Fee Program for which more information can be found in our Wrap Fee Program Brochure.

Financial Planning and Other Financial Consulting Services

PIA and its Financial Advisors provide clients with a broad range of comprehensive financial planning and financial consulting services based on the client's unique needs and circumstances including:

- Retirement planning
- Estate planning
- Investment allocation and recommendations
- Financial reporting (cash flow analysis, income/expense reporting, balance sheet)
- Debt management
- Insurance needs analysis

PIA, through its Financial Advisors, charges either a fixed and/or an hourly fee for these services. PIA requires clients to execute a written contract prior to engaging PIA or the Advisor to provide advisory, financial planning and/or consulting services. The contract sets forth the terms and conditions of the arrangement and describes the scope of services to be provided and any portion of the fee due from the client prior to commencement of services.

PIA does not require financial planning and financial consulting clients to be investment management clients of the Firm. Clients may retain PIA to provide investment management services under a separate contract. Clients retain discretion over all planning and consultation implementation decisions and are under no obligation to act upon recommendations made by PIA or its Financial Advisors in a financial planning/consulting arrangement, nor are they obligated to enter a contract for investment management services.

PIA or the client may terminate the financial planning and consulting agreement at any time with written notice to the other. If the Agreement is terminated, all fees due at the time of termination will be due and payable by client immediately. PIA immediately refunds any unearned, prepaid fees.

Legal and Tax Services

PIA Financial Advisors do not render any legal or tax advice in connection with a client's financial plan or consultation. This provision does not apply to advisors who are qualified to offer legal and/or tax services outside of the planning agreement through a separate entity that is not affiliated with PIA. In those circumstances, the services must be provided by way of a separately executed agreement between the clients and the Advisor.

Third Party Programs

PIA Financial Advisors may recommend that client's place all or a portion of their portfolio with a third party investment advisor. PIA currently has two different types of third party programs: solicitor arrangements and sub-advisory arrangements.

Solicitor Arrangements

PIA maintains solicitation arrangements with third party investment advisors where PIA acts in the capacity of a solicitor. These third-party investment advisors may offer wrap fees or other managed asset programs where client accounts are managed as disclosed in the third party investment advisor's ADV or other disclosure documentation.

PIA gathers information from the client about the client's financial situation, investment objectives, and any restrictions the client wants imposed on the management of the account prior to introducing the client to the third party advisor. The client then signs an advisory agreement directly with the third party advisor who will typically manage the account on a discretionary basis.

The client will pay a management fee directly to the third party advisor generally based on a percentage of the assets under management. PIA is paid a portion of this fee by the third party advisor in exchange for the client referral. The portion varies based upon the program. The third party advisor will provide the client with a disclosure statement detailing the fees and the portion received by PIA. More details can be found it item 5 – Fees and Compensation.

PIA periodically reviews reports provided to the client and consults with the client as needed. The Advisor contacts the client at least annually to review the client's financial situation and investment objectives. PIA communicates information to third party advisors as warranted and assists the client in understanding and evaluating the services provided by the third party advisor.

Clients may also directly contact the third party advisor managing the account. Account reporting is sent directly to the client by the third parry advisor, including account transactions, valuations, and performance data. Minimum investment values may apply.

The client or the third party money manager may terminate their agreement at any time with written notice to the other. If the Agreement is terminated all fees due at time of terminations will be due and payable by client immediately.

Sub-Advisory Arrangements

PIA maintains selling arrangements with third party investment advisors where the third party advisor acts as a sub-advisor to PIA. These third-party investment advisors may offer wrap fees or other managed asset programs where client accounts are managed as disclosed in the third party investment advisor's ADV or other disclosure documentation.

PIA gathers information from the client about the client's financial situation, investment objectives, and any restrictions the client wants imposed on the management of the account prior to recommending the third party advisor. The client may be required to sign an additional agreement directly with the third party advisor who will typically manage the account on a discretionary basis.

In cases where PIA and the client have a discretionary investment advisory agreement, the PIA Financial Advisor has the authority to engage or terminate third party relationships. Where PIA and the client have a non-discretionary investment advisory agreement, the authority to engage or terminate third party advisors remains with the client.

In some cases, the client will pay a management fee to PIA, generally based on a percentage of the assets under management, and PIA will pay a portion of that fee to the third party advisor in exchange for their investment advisory services. In other cases clients will pay the third party advisor's fees directly, in addition to the fees paid to PIA. In all cases PIA will provide the client with a disclosure statement detailing the fees and the portion attributable to the PIA and the third party advisor. More details can be found it item 5 – Fees and Compensation.

PIA periodically reviews reports provided to the client and consults with the client as needed. The PIA Financial Advisor contacts the client at least annually to review the client's financial situation and investment objectives. PIA communicates information to third party advisors as warranted and assists the client in understanding and evaluating the services provided by the third party advisor.

Some, but not all, third party advisors allow clients to contact them directly regarding the management of the account. Some third party advisors will also provide clients with additional reporting including account transactions, valuations, and performance data. Minimum investment values may apply.

The client or the third party money manager may terminate their agreement at any time with written notice to the other. If the Agreement is terminated all fees due at time of terminations will be due and payable by client immediately.

PIA Client Assets Under Management - (calculated as-of 06/30/2015)

Discretionary:	$ 303,121,646
Non-Discretionary:	$ 304,811,979
Total:	$ 607,933,636

Item 5 - Fees & Compensation

Investment Management Fees

For PIA and its Financial Advisors, fees for ongoing, active investment management are typically negotiable. Fees are generally calculated on a percentage of the market value of the investable assets at the end of the calendar quarter. PIA imposes a firm limit on fees of 2.5% of the portfolio value, annually. However, typical PIA fees fall in the range of 1.0% to 1.5% of assets under management.

Fees are negotiated between clients and Financial Advisors and may vary depending on account size and other factors. The fee calculation includes all assets in the account unless any are specifically identified, in writing, for exclusion. Management fees are billed quarterly, in arrears, and prorated for accounts established or terminated at times other than the start of the quarter.

Certain Financial Advisors receive distribution related fees or sales charges from assets in mutual funds (12b-1 fees). For Individual Retirement Accounts ("IRA") or accounts that hold assets of employee benefit plans subject to ERISA, or to Section 4875 of the Internal Revenue Code of 1986 (such as a Keogh plan), the maximum fee charged is 2.5%.

PIA pays the Advisor a portion of the investment advisory fees received by PIA from the client. The Financial Advisor's services may include:

- Assisting the client in completing information gathering questionnaires
- Determining an appropriate investment strategy
- Periodic contact with the client about investment performance
- Disseminating portfolio performance reports
- Updating client information including suitability, contact information, etc.

PIA Advisors do not provide advice regarding the tax deductibility of advisory fees. PIA Advisors refer clients to their tax professionals for this guidance.

Clients generally authorize PIA, through execution of an investment advisory agreement, to deduct quarterly investment advisory fees directly from custodial accounts. It is the client's responsibility to verify the accuracy of fee calculations, as it is not the responsibility of the custodian to determine if the fee is properly calculated. PIA instructs all advisors to notify clients of this on their quarterly invoices to clients. In some instances, PIA clients may arrange to pay their fee directly to PIA. In these circumstances, payment is due upon receipt of the billing invoice.

Fees paid to PIA are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties including but not limited to fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in the fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to Advisors fee. Fund companies may impose short-term redemption fees of up to 1.5% on certain funds if sold within one to six months of original purchase. Funds may have a minimum annual maintenance fee for positions of less than a certain dollar amount. PIA advisors do not purchase funds that impose sales charges for advisory clients that have executed an investment advisory agreement. Clients can invest in mutual funds or variable annuities directly with fund companies through PIA on a Broker-Dealer basis. This would occur outside of the investment advisory arrangement.

Advisory fees deducted from variable annuity accounts are taxable to the client upon withdrawal from non-qualified accounts. In addition, if the client is under 59½ and the account is non-qualified, any withdrawals, including withdrawals for advisory fees are subject to a federal tax penalty.

Other fees, including mortality and expense fees, fund fees and surrender charges, may be charged by the insurance company. Refer to the prospectus for more detailed information.

Hourly and Fixed Fees for Financial Planning and Other Financial Consulting Services

For financial planning and other financial consulting services, PIA advisors can charge fees of up to $300 per hour. PIA advisors also provide services on the basis of a fixed fee, typically ranging from $1,000 to $10,000, depending upon the complexity of a client's requirements or objectives and the extent to which outside professionals are consulted for other professional services. In these instances, PIA requires a retainer of 10% or more of the estimated fees be payable at commencement of the contract for services. Ongoing fees are payable as invoiced. PIA Advisors may also work with clients to provide investments in no-load securities by charging a fee in lieu of commission for consultation and investment selection.

Fees from Third Party Programs

As mentioned in Item 4 above clients may also be subject to fees from various third party programs. Fees may be negotiated but generally range from .20% to 1.5% annually, depending upon the program, the size of the account and the services provided. Some programs contain inclusive fees that cover account management, brokerage, clearance, custody, and administrative services, while others may charge separately for each service. In addition, certain products offered by some third party advisors may incur additional fees such as strategist fees.

Fees generated through a solicitor agreement are billed to the client via the third party advisor and a portion of that fee is paid to PIA by the third party advisor. Each client will receive a disclosure document detailing the fees paid to PIA.

Fees generated through a sub-advisory agreement may be billed to the client either via PIA or via a combination of PIA and the third party advisor. When billed solely by PIA, a portion of the fee will be paid to the third party advisor. Each client will receive a disclosure document detailing the fees paid to the third party advisor.

The fees, services provided, payment structure, termination provisions, and other aspects of each program are disclosed and detailed in the third party investment advisor's Form ADV Part 2A or other substitute disclosure document.

When mutual funds are used in third party programs, the fees mentioned above are in addition to the internal management fees and expenses paid by the mutual funds.

Compensation from Transaction and Service Fees

PIA is an introducing broker-dealer and has contracted with National Financial Services, LLC (NFS) to provide custody and clearing services for clients. Unless an advisory client directs the Financial Advisor to engage the brokerage services of a separate broker-dealer, PIA will execute securities transactions and services through NFS. Under this arrangement clients are subject to additional fees in the form of transaction and clearing fees. These fees are higher than the fees charged to PIA by NFS. PIA receives additional compensation through the difference between transaction and services fees charged to clients and the amount payable to NFS for those services. In addition, PIA may receive additional compensation in the form of volume discounts from NFS that will increase the portion of the fee retained by PIA.

Compensation from Revenue Sharing Arrangements

NFS also pays PIA a monthly distribution fee on certain money market sweep fund balances held in client accounts. These fees range from 0.10 – 0.50% per year on the average net assets in those funds. PIA may also earn additional revenue from the sale of certain NTF (no Transaction Fee) mutual fund shares.

PIA also receives a portion of the revenue generated from margin debit interest for accounts held with NFS. For the accounts with margin debit balances PIA receives between 0 – 2.5% of the debit balance.

General Fee Disclosures

Comparable services may be available from other sources for lower fees than those charged by PIA. The client’s fee to the Advisor is determined in accordance with the above fee structure, with exceptions negotiated on a case-by-case basis at Advisor’s discretion. Deviations from the fee structure are based on a number of factors such as the amount of assets placed under management and the advisor’s time and attention required to manage the account.

Item 6 - Performance-Based Fees and Side-By-Side Management

PIA does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 - Types of Clients

PIA provides investment management and other financial consulting services to its clients, which include retail clients, high net worth individuals, trusts and estates, pension and profit sharing plans, corporations and other business entities. Investment management services are provided on both a discretionary and nondiscretionary basis.

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

PIA advisors meet with clients, in one or a series of meetings to gather suitability information, including but not limited to, investment objectives, risk tolerance, time horizon, overall financial picture, and long term goals. PIA's Financial Advisors determine appropriate investment selection or an investment strategy from this information gathering and, from there develop an overall plan of how to proceed. The advisor then implements the investment plan.

Risk of Loss

PIA Financial Advisors disclose that all securities investments carry risk, including the risk that an investor may lose a part or all of his or her initial investment. Risk refers to the uncertainty that the actual return the investor realizes could differ from the expected return. Risks may be systematic, referring to factors that affect the returns on all comparable investments and that affect the market as a whole. Systematic risks include market risk, interest rate risk, reinvestment rate risk, purchasing power risk and exchange rate risk. Unsystematic risks depend on factors that are unique to the specific investment security. These risks include business risk and financial risk. Below are some of the general risks associated with parts of our investment strategy:

- **Short-term purchases** – While we generally purchase securities with the intent to hold them for more than a year, we may on occasion determine to buy or sell securities in a client's account and hold them for less than a year. Some of the risks associated with short-term trading that could affect investment performance are increased commissions and transaction costs to the account and increased tax obligations on any gains in a security's value.
- **Bond Pricing –** The price of bonds depends in part on the current rate of interest. Rising interest rates decrease the current price of bonds because current purchasers require a competitive yield. As such, decreasing interest rates increase the current value of bonds with associated decrease in bond yield. We may decide to exchange to a lower or higher duration bond or to another asset class due to interest rate risk that could affect investment performance.
- **Inflation –** Inflation is the loss of purchasing power through a general rise in prices. For example, if an investment portfolio is designed for current income with a real rate of return of 4% and inflation were to rise to 5% or higher, the account would realize a loss of purchasing power and create a negative real rate of return.
- **Price Fluctuation –** Security prices do fluctuate and clients must accept the risk associated with the fluctuations or change to a more appropriate investment portfolio in alignment with their risk tolerance.
- **Reinvestment of Dividends –** An investor can choose to reinvest interest, dividends and capital gains to accumulate wealth. This is an appropriate strategy for a portfolio designed for capital growth. However, the reinvested earnings could result in a lower or a higher rate than was initially earned.
- **Mutual Funds with Foreign Asset Holdings** – Any investments in mutual funds that make foreign investments are subject to the uncertainty of changes in the foreign currency value. The client will bear more risk and may earn a substantially higher return or a substantially lower return.
- **Margin Trading** – In some cases, and generally only for short term financing considerations, clients may elect to assume a margin balance on their investment account. The client's custodian

may require a percentage of assets under management to be pledged as collateral for the margin amount. Clients risk that in a falling market, the pledged collateral will be insufficient to cover a margin call by their custodian. Consequently, all margin decisions are left to the client.

- **Option Trading** – Certain clients engage in option trading. Option securities are complex derivatives of equity securities that incorporate certain leverage characteristics and as such carry an increased risk of investment loss.
- **Alternative Asset Classes** – Many alternative investments are illiquid, which means that the investments can be difficult to trade. Consequently, such holdings may limit a client's ability to dispose of such investments in a timely manner and at an advantageous price.
- **Private Equities** – PIA Advisors may recommend the inclusion of shares in non-publicly traded equities in the accounts of accredited clients. These companies will generally have little available information on their financial status, capital structure or revenues, resulting in increased risk of loss, including total loss. In addition, these securities may be highly illiquid or may experience losses of liquidity – resulting in an inability to sell said equities or sales prices that are substantially below the purchase or market price.

Additional Risks Relating to Illiquid and Private Securities

With illiquid securities there is an additional risk that PIA will base its account values for billing purposes on a value higher than the actual value of the security leading to a potential overbilling on the management fee.

To the extent non-liquid investments such as limited partnerships, limited liability companies or non-traded real estate investment trusts (REITs) are held in client accounts, they are valued at asset values reported by the relevant investment issuer or sponsor. If a sponsor does not report a current price, (which typically occurs during the initial investment stages of capital investment) then the units or shares are carried at the amount of the original investment.

Under certain circumstances, the Firm may determine that the reported price for an illiquid security is unreliable or otherwise not reflective of the fair value of the investment.

In such a case, the Firm may estimate a fair value, provided, however, if a public market exists for a nonmarketable security, the valuation will be directly related to its market price. This estimate may take into account the following:

- cost of the securities;
- the type of investment;
- subsequent purchases of the same or similar investments by other accounts managed by the Firm;
- the current financial position and operating results of the company invested in; as well as other factors that may be relevant;
- number and availability of independent pricing sources

The Firm maintains records relating to these estimates. The estimate may differ significantly from values that would have been used if a ready market existed, and the differences could be material.

For some private securities, PIA may have clients who are executives of the firm or have other financial relationships that may create conflicts of interest. Where such conflicts exist, PIA will disclose these conflicts in written format to the clients who hold such securities or whom we intend to purchase such securities under our discretion prior to any transactions.

Item 9 - Disciplinary Information

PIA has no material events to disclose.

Item 10 - Other Financial Industry Activities and Affiliations

Other Business Activities

PIA's principal business remains as a securities-registered broker dealer. As a securities broker-dealer, PIA sells financial products including mutual funds, variable annuities, equity securities, municipal and corporate bonds, options, private placements, and other securities. The percentage of the firm's revenue on these products is approximately 51%.

Other Financial Industry Activities or Affiliations

None

Additional Compensation

PIA and its Financial Advisors, in its/their capacity as a broker-dealer, earn brokerage commissions and/or fees from the sale of investment products such as stocks, bonds, mutual funds, variable annuities, direct participation programs, etc. Commissions may range from .25% to 7.00% depending on the type of security offered.

PIA and its Advisors receive 12b-1 distribution fees and/or sales commissions from investment companies for the placement of client funds in certain investment company products as set forth in the prospectus or other disclosure document from the investment company. PIA may receive additional compensation through marketing allowances or other financial benefits from investment companies based on sales of their products. Thus PIA may have an incentive to recommend that clients invest a portion of their assets into those funds which provide compensation to PIA rather than those which do not provide additional compensation.

PIA may reimburse its Financial Advisors for certain marketing and administration expenses incurred to put on events such as seminars and client meetings that promote PIA or its Advisors.

Many PIA Financial Advisors hold insurance licenses and are appointed by various insurance companies to sell insurance products for which they receive compensation.

Clients are under no obligation to purchase insurance or securities products through PIA and its associated persons.

While PIA and its Advisors endeavor to put the interests of clients first as part of PIA's fiduciary duty, clients should understand that additional compensation creates an inherent conflict of interest that could affect our judgment when making recommendations.

Item 11 - Code of Ethics

Participation or Interest in Client Transactions

PIA has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct and fiduciary duty to its clients. The Code of Ethics (the "Code") includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things.

PIA requires all supervised persons at PIA to acknowledge the terms of the Code of Ethics annually, or as amended.

PIA anticipates that in certain circumstances, a PIA Advisor may recommend the purchase or sale of securities, consistent with the client's investment objectives, in a security in which PIA, its affiliates and/or clients, directly or indirectly, have a position of interest.

PIA's employees and associated persons are required to follow PIA's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of PIA and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for PIA clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of PIA will not interfere with:

- Making decisions in the best interest of advisory clients
- Implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of PIA's clients. All trades in Initial Public Offerings (IPOs) or private securities require pre-clearance. In addition, the Code imposes a blackout period on employee trading, restricting employees from buying or selling a security on the same day that they trade that security for a client. However, because the Code of Ethics does permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee.

Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between PIA and its clients.

PIA's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting **Heidi Johnson, Chief Compliance Officer, (415) 398-4363, heidi@protectedinvestors.com.**

Item 12 - Brokerage Practices

Recommendation of NFS as Custodian and Executing Broker

PIA recommends that clients establish brokerage accounts with National Financial Services, a registered broker-dealer, member SIPC, to maintain custody of client assets and to effect trades for their accounts. NFS is independently owned and operated and not affiliated with PIA and does not supervise or otherwise monitor PIA's investment management services to its clients. NFS provides PIA with access to its trading and custody services. These services are generally available to independent investment advisors, but are not otherwise contingent upon PIA committing to NFS any specific amount of business (in the form of either assets in custody or trading). NFS's services include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

NFS also makes available to PIA other products and services that benefit PIA but may not benefit its clients. Some of these other products and services assist PIA in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements); facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts); provide research, pricing, information and other market data; facilitate payment of PIA's fees from its clients' accounts; and assist with back-office functions, recordkeeping and client reporting. Many of these services may be used to service all or a substantial number of PIA's accounts, including accounts not maintained at NFS. NFS also makes available to PIA other services intended to help PIA manage and further develop its business. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. In addition, NFS may make available, arrange and/or pay for these types of services to PIA by independent third parties. NFS may discount or waive fees it otherwise would charge for some of these services or pay all or a part of the fees of a third-party providing these services to PIA.

PIA's recommendation that clients maintain their assets in accounts at NFS may be based in part on the benefit to PIA of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by NFS, which may create a potential conflict of interest.

Directed Brokerage

When the client directs PIA to use a specific non-PIA/NFS broker to execute transactions:

- PIA does not negotiate the terms and conditions (e.g. commission rates) of the services provided by such broker.
- PIA bears no responsibility to obtain the best execution prices or commission rates for the client.
- The client might not obtain rates as low as it might otherwise obtain if PIA maintained discretion to select a broker other than the one selected by the client.
- The client may not participate in aggregate securities transactions and may trade after such aggregate transactions and receive a less favorable execution.

Item 13 - Review of Accounts

PIA Financial Advisors review accounts no less than quarterly. More frequent account reviews may be triggered in the event of a change in the client's financial situation, goals or risk tolerance. Additional account reviews are conducted by the Director of Operations and the Chief Compliance Officer (CCO). The Director of Operations reviews suitability of individual trades in accounts on a daily basis. The CCO, or her designee, will conduct random quarterly account reviews which include review of investment suitability, documentation and fee billing. The CCO will also review all inactive accounts annually.

Item 14 - Client Referrals and Other Compensation

As noted in above in Items 5.and 10, PIA will recommend third party investment advisers to its clients and will receive compensation from such advisers for the client accounts that PIA refers. PIA may have a conflict of interest in recommending third party investment advisers to clients because those advisers have agreed to pay PIA a portion of the management fee received by them from PIA referred clients. PIA will not recommend third party investment advisers with which they do not have a solicitor's agreement. Clients should refer to the disclosure in Item 5 above for additional information regarding solicitor agreements.

Item 15 - Custody

PIA does not maintain custody of client funds or securities and does not accept possession of client cash or securities. Clients establish a custodial account for their funds and investment assets with a qualified custodian (the "Account"). Clients authorize PIA to execute securities trades and related transactions in the Account by notifying the qualified custodian, in writing, of PIA's appointment as investment advisor. Currently, PIA's clients may establish their custodial accounts with National Financial Services (NFS), Schwab Institutional, TD AmeriTrade, Folio Institutional or Fidelity Institutional Wealth Services.

PIA clients receive at least quarterly statements from the qualified custodian which holds and maintains client's investment assets. PIA urges clients to carefully review such statements and compare these official custodial records to any other statements or reports provided by your Advisor. Advisor or other system generated statements may vary from the qualified custodian statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 - Investment Discretion

PIA Advisors may obtain discretionary trading authority from the client in one of two ways:

- At the outset of an advisory relationship
- Later after an advisory relationship has been established and the client wishes to alter that relationship to a discretionary arrangement so their Advisor has authority to select the securities to be bought or sold.

PIA requires Advisors to be pre-approved for discretionary authority by the Chief Compliance Officer (CCO). PIA requires those Advisors to execute a specialized investment advisory agreement with discretionary clients. In all circumstances, PIA Advisors exercise discretion in a manner consistent with the stated investment objectives for each particular client account. In the course of selecting securities and determining buy/sell amounts, PIA Advisors observe investment policies, limitations, and restrictions of each particular client.

For registered investment companies, PIA's authority to trade securities may be limited by certain federal securities and tax laws that require diversification of investments and favor buy and hold strategies.

Item 17 - Voting Client Securities

PIA does not vote proxy solicitations or shareholder actions received, related to securities held in client's account, on behalf of clients.

- PIA, or our clearing broker, forwards all such solicitations directly to the client and clients retain the responsibility for voting proxies for securities maintained in their accounts.
- Any client wishing to review our proxy voting policies in full may request a copy by contacting Heidi Johnson, (415) 398-4363 or heidi@protectedinvestors.com.

Item 18 - Financial Information

PIA does not require or solicit prepayment of its management fees from clients six months or more in advance. There are no adverse conditions related to the Firm's finances that are likely to impair its ability to meet the Firm's contractual commitments to its clients. The Firm has never been the subject of a bankruptcy filing.