



Lucidity Wealth Advisors Inc.

Form ADV Part 2A – Disclosure Brochure

Effective: September 8, 2023

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Lucidity Wealth Advisors Inc. (“Lucidity Wealth” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (949) 232-0099 or by email at info@luciditywealth.com.

Lucidity Wealth is a registered investment advisor located in the State of California. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Lucidity Wealth to assist you in determining whether to retain the Advisor.

Additional information about Lucidity Wealth and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 326482.

Lucidity Wealth Advisors Inc.
P.O. Box 9306, Brea, CA 92822
Phone: (949) 232-0099
www.luciditywealth.com

Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Lucidity Wealth. For convenience, the Advisor has combined these documents into a single disclosure document.

Lucidity Wealth believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Lucidity Wealth encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

The following material changes have been made since the last filing and distribution of the Disclosure Brochure.

- Ms. Cynthia Sforza is no longer registered with Towneley Capital Management, Inc. (CRD#169863, "TCM"). Please see Item 10 and Item 19 for additional information.
- The advisor has changed the billing method from billing in advance quarterly to billing in advance monthly, and thus has updated Item 4 and Item 5 to reflect these changes.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 326482. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (949) 232-0099 or by email at info@luciditywealth.com.

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Item 4 – Advisory Services

A. Firm Information

Lucidity Wealth Advisors Inc. (“Lucidity Wealth” or the “Advisor”) is a registered investment advisor with the State of California. The Advisor is organized as a Corporation under the laws of California. Lucidity Wealth was founded in March 2023 and is owned and operated by Cynthia R. Sforza (President and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Lucidity Wealth.

B. Advisory Services Offered

Lucidity Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Lucidity Wealth’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Wealth Management Services

Lucidity Wealth provides holistic wealth management services for its Clients. This is achieved through continuous personal Client contact and interaction while providing a combination of discretionary investment management and comprehensive financial planning services. These services are further described below.

Financial Planning Services — Lucidity Wealth provides comprehensive financial planning services to Clients that have at least \$1,000,000 under management as part of its overall wealth management services. The Advisor will consider waiving the \$1,000,000 minimum on a case-by-case basis. Generally, financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client’s financial situation. A financial plan developed for, or financial consultation rendered to, the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Lucidity Wealth may also refer Clients to an accountant, attorney, or other specialists, as appropriate for their unique situation. For Clients who have at least \$1,000,000 under management, the Advisor will provide a written executive summary highlighting the Client’s financial situation, observations, and recommendations for a plan of action.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Investment Management Services — Lucidity Wealth provides discretionary investment management services to Clients. Lucidity Wealth works closely with each Client to identify their investment goals, objectives, risk tolerance and financial situation in order to create an overall portfolio strategy. Lucidity Wealth will then construct an investment portfolio consisting primarily of low-cost, diversified exchange-traded funds (“ETFs”) and/or mutual funds to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, individual bonds, and/or other types of investments, as appropriate, to meet the needs of the Client. The Advisor may retain other types of investments, based on a Client’s legacy portfolio holdings, due to portfolio fit and/or tax considerations.

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Lucidity Wealth's investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Lucidity Wealth will construct, implement, and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Lucidity Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Lucidity Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Lucidity Wealth may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement.

Lucidity Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will Lucidity Wealth accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Pursuant to California Code of Regulations Section 260.238(k), the Advisor has disclosed all material conflicts of interests that could reasonably be expected to impair the rendering of unbiased and objective advice.

C. Client Account Management

Prior to engaging Lucidity Wealth to provide investment advisory services, each Client is required to enter into an agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Lucidity Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Lucidity Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation, and tolerance for risk for each Client.
- Portfolio Construction – Lucidity Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Lucidity Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Lucidity Wealth does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Lucidity Wealth.

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E. Assets Under Management

Lucidity Wealth is a newly established advisor. As of the effective date of this Disclosure Brochure, the Advisor has \$0 assets under management. Assets under management shall be reported with the Advisor's next filing of this Disclosure Brochure. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for the services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid monthly in advance pursuant to the terms of the wealth management agreement. Fees are based on the assets under management as of the last business day of the preceding month. Fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000	1.20%
\$500,001 to \$2,000,000	1.00%
\$2,000,001 to \$5,000,000	0.85%
\$5,000,001 to \$10,000,000	0.80%
\$10,000,001 to \$25,000,000	0.70%
\$25,000,001 and over	0.40%

The wealth management fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Lucidity Wealth will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing. The Advisor's fee is exclusive of, and in addition to, any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs. The Advisor will provide financial planning services for Clients who have at least \$1,000,000 under management.

Pursuant to California Code of Regulations Section 260.238(j), the Advisor discloses that the Client may be able to obtain similar services from other services providers for a lower fee.

B. Fee Billing

Wealth Management Services

Wealth management fees are calculated by the Custodian and deducted from the Client's account[s]. The Client shall instruct the Custodian to automatically calculate and deduct the wealth management fees from the Client's account[s] and remit the applicable fees to the Advisor. Fees are calculated based on the following formula: $[\text{Month end value} \times \text{Annual Rate}] / 360 \times 30 \text{ Days}$. The month end value is based on the total assets under management with Lucidity Wealth at the end of the prior month. Clients will be provided with a statement, at least monthly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will provide the Client with a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Lucidity Wealth to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

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C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Lucidity Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Lucidity Wealth are separate and distinct from these custody and execution fees.

In addition, all fees paid to Lucidity Wealth for wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Lucidity Wealth, but would not receive the services provided by Lucidity Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Lucidity Wealth to fully understand the total fees to be paid. Whenever possible, the Advisor will select mutual fund share classes that do not have trading costs and/or are institutional share classes with lower internal expense ratios than their retail counterparts. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Wealth Management Services

Lucidity Wealth is compensated for its wealth management services in advance of the month in which services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid wealth management fees from the effective date of termination to the end of the month. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior written consent.

E. Compensation for Sales of Securities

Lucidity Wealth does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the wealth management fees noted above.

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

Lucidity Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Lucidity Wealth are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Lucidity Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Lucidity Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, and retirement plans. Lucidity Wealth does not impose a minimum relationship size.

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

A. Methods of Analysis

Lucidity Wealth primarily employs fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from Lucidity Wealth are derived from numerous sources, including financial media companies, third-party research materials, professional data subscriptions, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Lucidity Wealth will be able to accurately predict such a reoccurrence.

As noted above, Lucidity Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Lucidity Wealth will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio, tax loss harvesting, or meeting the cash needs of Clients. At times, Lucidity Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Lucidity Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

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Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risk, i.e. the risk that bond prices will fall if interest rates rise and vice versa, which is dependent on the bond's time to maturity and the coupon rate of the bond, (2) reinvestment risk, i.e. the risk that any profit gained will be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrade risk, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt, and (6) liquidity risk, i.e. the risk that a bond may not be sold quickly if there is no readily available market for the bond.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Lucidity Wealth or Ms. Sforza. Lucidity Wealth values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 326482.

Item 10 – Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliation

Neither the Advisor nor Ms. Sforza have any registrations or affiliations with a broker-dealer.

B. Futures Merchant

Neither the Advisor nor Ms. Sforza have any registrations or affiliations with a futures commission merchant, commodity pool operator, or commodity-trading advisor.

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C. Material Relationships

Insurance Agency Affiliation

Ms. Sforza is also licensed as an independent insurance professional. Ms. Sforza will earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Ms. Sforza is separate from and in addition to advisory fees. This practice presents a conflict of interest because Ms. Sforza, who is also an insurance agent, has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on a Client's needs. However, to mitigate this conflict, the Client has the right to choose whether or not to purchase insurance products with Ms. Sforza or the Advisor. Ms. Sforza retained her insurance license to provide concierge-level service to Clients who have a determined need for insurance as part of their overall financial health and with the primary goal of helping to protect the nest egg that is being built by Lucidity Wealth's investment management services. Insurance recommendations are intended to be offered on a case-by-case, as-needed basis and primarily utilizing term life insurance when appropriate.

D. Selection of Other Advisors

The Advisor does not utilize third party money managers.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

Lucidity Wealth has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Lucidity Wealth ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Lucidity Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Lucidity Wealth's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (949) 232-0099 or via email at info@luciditywealth.com.

B. Personal Trading with Material Interest

Lucidity Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Lucidity Wealth does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. Lucidity Wealth does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Lucidity Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by conducting a coordinated review of personal accounts and the accounts of the Clients. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Lucidity Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Lucidity Wealth, or any Supervised Person of Lucidity Wealth, transact in any security to the detriment of any Client.**

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Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Lucidity Wealth does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Lucidity Wealth to direct trades to the Custodian as agreed upon in the wealth management agreement. Further, Lucidity Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Lucidity Wealth does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Lucidity Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Lucidity Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.

Lucidity Wealth will generally recommend that Clients establish their account[s] at LPL Financial LLC ("LPL Financial"), a FINRA-registered broker-dealer and member SIPC. LPL Financial will serve as the Client's "qualified custodian". Lucidity Wealth maintains an institutional relationship with LPL Financial, whereby the Advisor receives economic benefits from LPL Financial. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Lucidity Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

2. Brokerage Referrals - Lucidity Wealth does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Lucidity Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Lucidity Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Lucidity Wealth will execute its transactions through the Custodian as authorized by the Client. Lucidity Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Ms. Sforza, Chief Compliance Officer of Lucidity Wealth. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Lucidity Wealth if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than monthly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor will also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Lucidity Wealth

Lucidity Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any unrelated third party. Lucidity Wealth may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Lucidity Wealth may receive non-compensated referrals of new Clients from various third parties.

Participation in Institutional Advisor Platform

Lucidity Wealth has established an institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from LPL Financial: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

B. Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Item 15 – Custody

The Advisor does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct the Advisor to utilize that Custodian for the Client's security

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P.O. Box 9306, Brea, CA 92822
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transactions. The ability to deduct its fees results in the Advisor having a limited form of custody, which is mitigated as follows.

Prior to the Advisor deducting fees from the Custodian, the Advisor will: i) obtain written authorization from the Client to deduct its investment advisory fees from the Custodian; ii) provide written instruction to the Custodian with the amount to be deducted from the Client's account[s]; and iii) provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients should review statements provided by the Custodian and compare them to any reports provided by the Advisor to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Lucidity Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Lucidity Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Lucidity Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Lucidity Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither Lucidity Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Lucidity Wealth to meet all obligations to its Clients. Neither Lucidity Wealth, nor any of its Advisory Persons, have been subject to bankruptcy or financial compromise. Lucidity Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal Officer of Lucidity Wealth is Ms. Cynthia Sforza. Information regarding the formal education and background of Ms. Sforza is included the Form ADV 2B – Brochure Supplement below.

B. Other Business Activities of Principal Officer

Ms. Sforza is also licensed as an independent insurance professional. Ms. Sforza will earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Ms. Sforza is separate from and in addition to advisory fees. This practice presents a conflict of interest because Ms. Sforza, who is also an insurance agent, has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on a Client's needs. However, to mitigate this conflict, the Client has the right to choose whether or not to purchase insurance products with Ms. Sforza or the Advisor. Ms. Sforza retained her insurance license to provide concierge-level service to Clients who have a

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determined need for insurance as part of their overall financial health and with the primary goal of helping to protect the nest egg that is being built by Lucidity Wealth's investment management services. Insurance recommendations are intended to be offered on a case-by-case, as-needed basis and primarily utilizing term life insurance when appropriate. Ms. Sforza spends less than 5% of her time per month in this activity.

C. Performance Fee Calculations

Lucidity Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Lucidity Wealth are as described in Item 5 – Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client.

D. Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Lucidity Wealth or Ms. Sforza. Neither Lucidity Wealth nor Ms. Sforza have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Lucidity Wealth or Ms. Sforza.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding Lucidity Wealth or Ms. Sforza.

E. Material Relationships with Issuers of Securities

Neither Lucidity Wealth nor Ms. Sforza has any relationships or arrangements with issuers of securities.



Form ADV Part 2B – Brochure Supplement

for

**Cynthia R. Sforza, CFP®, CRPC®
President and Chief Compliance Officer**

Effective: September 8, 2023

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Cynthia R. Sforza (CRD# 5333615) in addition to the information contained in the Lucidity Wealth Advisors Inc. (“Lucidity Wealth” or the “Advisor”, CRD# 326482) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Lucidity Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (949) 232-0099 or by email at info@luciditywealth.com.

Additional information about Ms. Sforza is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 5333615.

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Item 2 – Educational Background and Business Experience

Cynthia R. Sforza, born in 1977, is dedicated to advising Clients of Lucidity Wealth as the President and Chief Compliance Officer. Ms. Sforza earned a B.A., Psychology from University of California, Los Angeles in 1999. Additional information regarding Ms. Sforza’s employment history is included below.

Employment History:

President and Chief Compliance Officer, Lucidity Wealth Advisors Inc.	08/2023 to Present
Senior Advisor, Towneley Capital Management, Inc.	03/2021 to 08/2023
Private Wealth Manager, Creative Planning	07/2017 to 03/2021
Instructor of Financial Planning, University of California, Irvine	02/2018 to 12/2019
Registered Representative, Bronfman E.L. Rothschild Capital, LLC	09/2016 to 06/2017
Senior Advisor, Bronfman E.L. Rothschild, LP	09/2016 to 06/2017
V.P., Wealth Management, CUNA Brokerage Services Inc.	03/2016 to 09/2016
Agent, CUNA Mutual Group	03/2016 to 09/2016
Registered Representative, CUNA Brokerage Services Inc.	06/2008 to 01/2016
Credit Union Employee, Schoolsfirst FCU	06/2008 to 01/2016
Financial Advisor, Morgan Stanley & Co., Incorporated	07/2007 to 02/2008

CERTIFIED FINANCIAL PLANNER™ (“CFP®”)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by CERTIFIED FINANCIAL PLANNER™ Board of Standards, Inc. (“CFP® Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 87,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services and attain a bachelor’s degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real-world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP Board’s *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of

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care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to the CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP®.

Chartered Retirement Planning Counselor™ (“CRPC®”)

Individuals who hold the CRPC® designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning, and the entire retirement planning process using models and techniques from real client situations. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct, and complying with self-disclosure requirements.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Ms. Sforza. Ms. Sforza has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Sforza.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Sforza.***

However, we do encourage you to independently view the background of Ms. Sforza on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 5333615.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Ms. Sforza is also licensed as an independent insurance professional. Ms. Sforza will earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Ms. Sforza is separate from and in addition to advisory fees. This practice presents a conflict of interest because Ms. Sforza, who is also an insurance agent, has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on a Client's needs. However, to mitigate this conflict, the Client has the right to choose whether or not to purchase insurance products with Ms. Sforza or the Advisor. Ms. Sforza retained her insurance license to provide concierge-level service to Clients who have a determined need for insurance as part of their overall financial health and with the primary goal of helping to protect the nest egg that is being built by Lucidity Wealth's investment management services. Insurance recommendations are intended to be offered on a case-by-case, as-needed basis and primarily utilizing term life insurance when appropriate. Ms. Sforza spends less than 5% of her time per month in this activity.

Item 5 – Additional Compensation

Ms. Sforza has additional business activities where compensation is received that are detailed in Item 4 above.

Item 6 – Supervision

Ms. Sforza serves as the President and Chief Compliance Officer of Lucidity Wealth. Ms. Sforza can be reached at (949) 232-0099.

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Lucidity Wealth has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Lucidity Wealth. Further, Lucidity Wealth is subject to regulatory oversight by various agencies. These agencies require registration by Lucidity Wealth and its Supervised Persons. As a registered entity, Lucidity Wealth is subject to examinations by regulators, which may be announced or unannounced. Lucidity Wealth is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

A. Arbitrations and Regulatory Proceedings

State regulations require disclosure if any Supervised Person of the Advisor is subject to:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.

2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.

Ms. Sforza does not have any disclosures to make regarding this Item.

B. Bankruptcy

If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed.

Ms. Sforza does not have any disclosures to make regarding this Item.

Privacy Policy

Effective: September 8, 2023

Our Commitment to You

Lucidity Wealth Advisors Inc. (“Lucidity Wealth” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Lucidity Wealth (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Lucidity Wealth does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

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How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Lucidity Wealth does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Lucidity Wealth or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Lucidity Wealth does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
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Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (949) 232-0099 or via email at info@luciditywealth.com.

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