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## WEALTH MANAGEMENT

6002 Parkland Drive, Chagrin Falls, Ohio 44022

**Form ADV Part 2A: Firm Brochure**

**Epoch Wealth Management L.L.C.**

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[www.epochwealthmanagement.com](http://www.epochwealthmanagement.com)

March 28, 2025

This brochure provides information about the qualifications and business practices of Epoch Wealth Management L.L.C. Please contact our Chief Executive Officer and Chief Compliance Officer, Sandra A. Gontero, at 440-600-2897 or [Sandra@epochWM.com](mailto:Sandra@epochWM.com), if you have any questions about the content of this brochure.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or any state securities administrator. Additional information about Epoch Wealth Management L.L.C. is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Click on the "Investment Adviser Search" link and then search for "Investment Adviser Firm" using the firm's IARD ("CRD") number, which is 283359.

While the firm and its associates may be registered and/or licensed within a particular jurisdiction, that registration and/or licensing does not imply an endorsement by any regulatory authority, nor does it imply a certain level of skill or training on the part of the firm or its associated personnel.

NOTE: The SEC and various state securities regulators have adopted coordinated requirements for the form of disclosure brochures to be provided to clients of a registered investment adviser. This brochure dated March 22, 2024 has been prepared using the required format.

## Item 2 - Material Changes

This Brochure dated March 28, 2025 is the annual amendment. This Item 2 discusses only material changes since the update filing on March 22, 2024. There were no material changes since March 22, 2024.

The firm may at any time update this document and either send a copy of its updated brochure or provide a summary of material changes to its brochure and an offer to send an electronic or hard copy form of the updated brochure. Clients are also able to download this brochure from the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or may contact our firm at 440-600-2897 to request a copy at any time.

As with all firm documents, clients and prospective clients are encouraged to review this brochure in its entirety and are encouraged to ask questions at any time prior to or throughout the engagement.

In 2025 all new clients are being offered a full copy of our brochure.

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#### *Important Information*

Throughout this document Epoch Wealth Management L.L.C. shall also be referred to as “the firm,” “firm,” “our,” “we” or “us.” The client or prospective client may be also referred to as “the client,” “client,” etc., and refers to a client engagement involving a single person as well as two or more persons, and may refer to natural persons and legal entities. The term “advisor” and “adviser” are used interchangeably where accuracy in identification is necessary (i.e., Internet address, etc.).

Our firm maintains a business continuity and succession contingency plan that is integrated within the organization to ensure it appropriately responds to events that pose a significant disruption to its operations. A statement concerning the current plan is available under separate cover.

## **Item 4 - Advisory Business**

### ***Description of the Firm***

Epoch Wealth Management L.L.C. is an Ohio domiciled limited liability company formed in August of 2014, and became registered as an investment advisor in May of 2016. We may operate under the trade name Epoch Wealth Management. There are no subsidiaries nor is the firm controlled by another financial services industry entity.

Sandra A. Gontero, CPA/PFS, CFP® is our firm's Chief Executive Officer and Chief Compliance Officer (supervisor).<sup>1</sup> Ms. Gontero also serves as Managing Member, and she maintains majority interest in the firm. Additional information about Ms. Gontero and her professional experience may be found toward the end of this brochure.

### ***Description of Advisory Services Offered***

Epoch Wealth Management provides a range of financial advisory solutions to its clients. We provide advice on topics such cash flow and debt management, risk management, retirement planning, funding an education, tax planning, estate planning, among others, as well as periodic investment advice. We assist our clients in the management of their investments through our own portfolio management services and the engagement of institutional investment managers.

An initial interview is conducted with the client to discuss their current situation, long-term goals, and the scope of services that may be provided. Prior to or during this first meeting, you will be provided with this Form ADV Part 2 firm brochure that includes a statement involving our privacy policy (see Item 11), as well as a brochure supplement about the representative who will be assisting you. Our firm will disclose any material conflicts of interest that could be reasonably expected to impair the rendering of unbiased and objective advice; such as information found in Item 10 of this brochure. Should you wish to engage our firm for any advisory service, you must first execute a written engagement agreement with our firm. It is important to note that our engagements require our clients to be able comfortable using electronic tools and data delivery mechanisms. We do not provide paper forms or documents.

Epoch Wealth Management offers four levels of financial planning services to meet the varying needs of our clients. Our clients may choose to engage us for one following levels of service: broad-based, modular, special hourly project or retainer services.

A broad-based plan is an endeavor that requires comprehensive detail, and certain variables can affect the cost involved in the development of the plan, to include: the quality of your own records, complexity and number of current investments, diversity of insurance products and employee benefits you currently hold, size of the potential estate, special needs of the client or their dependents, among others. While certain broad-based plans may require 20 or more hours to complete, complex plans may require more than 100 hours. Alternatively, you may request that the firm concentrate on reviewing only a specific area (modular planning), such as college funding, cash flow analysis, or evaluating the sufficiency of your retirement plan. Note that when these services focus only on certain areas of your interest, your overall situation or needs may not be fully addressed due to limitations you may have established.

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<sup>1</sup> Refer to the end of this brochure for an explanation of professional designations and related continuing education requirements

Whether you have engaged our firm for comprehensive or modular services (EPOCH Financial Planning Services or SELECT Financial Planning Services, respectively, as described below), you will receive a written or verbal summary of recommendations, offered guidance on the implementation of some or all of them, as well as an offer for periodic reviews thereafter. In all instances involving financial planning services, you will retain full discretion over all implementation decisions and are free to accept or reject any recommendation that has been made. Unless you have engaged our firm for its annual retainer services (LIFETIME Financial Planning Services, described below), upon completion of our review and presentation or delivery of advice, your financial planning engagement is concluded.

Depending on the scope of the engagement, you may be asked to provide current copies of the following documents early in the process:

- Completed profile questionnaires or other forms provided by our firm or available to you via electronic access of the EPOCH VIEW client portal and vault
- Wills, codicils, trusts and trust amendments
- Insurance policies
- Auto loans, home loans, HELOCs, student loans and other liabilities
- Credit card balances and interest rates
- Divorce decree or separation agreement
- Income tax returns (two years)
- Gift tax returns (most recent)
- Current financial specifics, including W-2s and 1099s
- Information on current retirement plans and benefits provided by your employer
- Statements reflecting current investments in retirement and non-retirement accounts
- Employment or other business agreements you may have in place

It is important that we are provided with an adequate level of information and supporting documentation throughout the term of the engagement including but not limited to: source of funds, income levels, asset titling and/or beneficiary designations, and an account holder or attorney-in-fact's authority to act on behalf of the account, among other information that may be necessary for our services. The information and/or financial statements provided to us need to be accurate. Our firm may, but is not obligated to, verify the information that have been provided to us which will then be used in the advisory process.

It is also essential that each client inform our firm of significant issues that may call for an update to their financial plan or investment portfolio. Events such as changes in employment or marital status, an unplanned windfall, etc., can have an impact on a person's circumstances and goals. Our firm needs to be aware of such events so that adjustments may be made as necessary.

Your plan may incorporate some or all of the following components that allow for thorough analysis and a tailored plan that aligns with your goals and objectives. We will present you with a summary of our recommendations, guide you in the implementation of some or all of them per your decision, as well as encourage ongoing reviews thereafter. You retain full discretion over all implementation decisions and have the right to accept or reject any recommendation that we make.

## Financial Planning Service Options

### EPOCH Financial Planning Service

Epoch Wealth Management will, as requested by and in consultation with client, determine client's primary personal goals, needs and priorities; collect pertinent quantitative information and documents; analyze and evaluate client's information; identify and evaluate financial planning alternatives; develop, present and discuss financial planning recommendations and or advice; provide limit support for implementing financial planning service recommendations.

The EPOCH service level includes 3 two-hour meetings at our office and at client's request up to two hours of additional consultation (either face to face in our firm's office, by e-mail or by phone, at the client's discretion) on planning issues and or implementation of recommendations. During the period it takes to complete this initial planning exercise (typically 10 to 12 months), this service includes client education sessions and, at advisor's sole discretion, limited support to clients in addressing new financial planning issues that may arise. Topic areas to be covered as requested by client are:

### Organization and Streamlining

We will help you bring order to your financial life, by assisting in getting your personal financial paperwork organized and making recommendations for streamlining their process for cash management.

### Personal Financial Website

Our goal is to make your life simpler by providing unique services for staying organized, updated and prepared. To that end, you will have access to a personal financial website that we call EPOCH VIEW. This personal financial tool serves as a secure, up-to-date window into your entire financial world – accessible at anytime from anywhere with an Internet connection or mobile device. Unlike online banking, online shopping or bill pay, our system is non-transactional. Continual access to EPOCH VIEW can be made available to you after the EPOCH engagement expires, on a separate fee basis.

### Net Worth Summary

The financial planning process begins with us asking you a broad array of questions and gathering data from your financial life to date. We develop a Statement of Net Worth that we use as the foundation for your financial planning process, along with the goals and concerns you have identified.

### Cash Flow Analysis and Debt Management

A review of your income and expenses will be conducted to determine your current surplus or deficit. Based upon the results, we will provide advice on prioritizing how any surplus should be used, or how to reduce expenses if they exceed your income. In addition, advice on the prioritization of which debts to repay may be provided, based upon such factors as the debt's interest rate and any income tax ramifications. Recommendations may be made regarding the appropriate level of cash reserves for emergencies and other financial goals. These recommendations are based upon a review of cash accounts (such as money market funds) for such reserves and may include strategies to save desired reserve amounts.

### Risk Management

A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance ("self-insuring").

Epoch Wealth Management

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### **Employee Benefits**

A review and analysis of your benefits is completed, as to whether you, as an employee, are taking maximum advantage of your employee benefits. We will also offer advice on your employer-sponsored retirement plan and/or stock options, along with other benefits that may be available to you.

### **Retirement Accumulation or Distribution Planning**

Retirement planning services typically include projections of your likelihood of achieving your financial goals, with financial independence usually the primary objective. The Monte Carlo simulation allows us to stress test your currently projected financial position throughout your projected lifetime. By fully integrating your full financial picture, including growth rates, asset mix, and cash flow into a thousand simulations, this analysis calculates their probability of successfully achieving your financial goals. For situations where projections show less than the desired results, a recommendation may include showing you the impact on those projections by making changes in certain variables (i.e., working longer, saving more, spending less, taking more risk with investments among other strategies). If you are near retirement or already retired, retirement income advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

### **Tax Planning Strategies**

Advice may include ways to minimize current and future income taxes as a part of your overall financial picture. A recommendation may be offered as to which type of account(s) or specific investments should be owned based in part on their "tax efficiency," with consideration that there is the possibility of future changes to federal, state or local tax laws and rates that may impact your situation.

### **Estate Planning**

Our review typically includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts and other related documents. We may assess ways to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts. We generally recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.

### **Education Planning**

Advice involving funding a post-secondary education may include projecting the amount that will be needed to achieve savings goals, along with strategies and the "pros-and-cons" of various vehicles that are available.

### **Investment Consultation**

Investment consultation services component often involves providing information on the types of investment vehicles available, employee retirement plans and/or stock options, investment analysis and strategies,

### **Divorce Planning**

Separation or divorce can have a major impact on your goals and plans. We will work with you to help you gain an understanding of your unique situation and provide you with a realistic financial picture so that you are in a better situation to communicate with legal counsel, a mediator or soon to be ex-spouse. We can assist in the completion of cash flow and net worth projections, budgetary analysis, as well as help you to understand what the consequences and/or benefits are involving a settlement.

### **SELECT Financial Planning Service**

Epoch Wealth Management will provide advice and or recommendations without implementation support resulting from specific, individual financial planning analyses/services to the extent requested by client. The limited topic areas to be covered are per client request and are the same as those noted in the EPOCH Financial Planning Service.

### **LIFETIME Financial Planning Service**

Our LIFETIME Financial Planning Service is generally available only after completion of our Financial Planning Service. Epoch Wealth Management, as requested by client and agreed to by our firm, may review and update selected financial planning and investment consulting recommendations, provide up to 10 hours of consultation (either face to face in our office, by e-mail or by phone, at client's discretion), address selected new financial planning issues and provide limited implementation support. Our clients may request that consultations be in the form of quarterly or semi-annual face to face meetings at our office. Note that these services do not include portfolio management.

### **Special Projects**

We may be engaged for special projects or services other than those cited in our EPOCH, SELECT OR LIFETIME planning services as noted in this brochure.



### **Portfolio Management Services**

You may also engage our firm to recommend a third-party investment manager to implement a portion of or your entire portfolio. Prior to recommending a third-party investment manager, we will conduct what is believed to be an appropriate level of due diligence to include ensuring the third party investment manager is appropriately registered or notice-filed within your state of residence

At least annually thereafter a review will be performed from both a compliance and performance perspective to determine whether the selected third-party investment manager remains an appropriate fit for your portfolio.

Under this type of engagement, we will gather information from you about your financial situation, investment objectives, reasonable restrictions you may want to impose on the management of the account, and we will then provide this data to the third-party investment manager to develop the portfolio. Third-party managers will invest on behalf of a client account in accordance with the strategies set forth in their own requisite disclosure documents that will be provided to you by the third-party firm prior to employing their strategies. These third-party investment managers typically assume discretionary authority over an account, and some of these programs may not be available for those clients who prefer an account to be managed under a non-discretionary engagement or who may have other unique account restrictions.

### **Client Assets Under Management**

Due to the nature and delivery of our advisory services, we do not have reportable assets under management.

### **General Information**

Our firm does not sponsor or serve as a portfolio manager in an investment program involving wrapped (bundled) fees. We do not provide legal or insurance services, but with your consent we will work with your attorney or insurance agent to assist with the coordination and implementation of various accepted strategies. You should be aware that these other professionals will be compensated separately for their services, and their fees will be in addition to our own.

## Item 5 - Fees and Compensation

### **Method of Compensation and Fee Schedule**

Forms of payment are based on the types of services being provided, term of service, etc., and will be stated in your engagement agreement with our firm. Published fees may be discounted at the discretion of our firm but they are not negotiable. For example, fees may be reduced or waived for associates of the firm, family members or pre-existing relationships.

Our fee may be paid by check or draft from US-based financial institutions. With your written prior authorization, payment may also be made through a qualified, unaffiliated PCI-compliant<sup>1</sup> third-party processor or via your investment account held at your custodian of record. Our firm does not accept cash, money orders or similar forms of payment for its engagements.

### **Financial Planning Services and Fees**

#### **EPOCH Financial Planning Service**

The fee for our EPOCH Financial Planning Services engagements are \$5,000 to \$20,000. A deposit equaling 25% of the quoted fee will be due upon engagement, and the remainder is payable in arrears on a quarterly basis; 50% three months from the date of engagement, and the remaining amount six months from the date of engagement. We may complete our EPOCH Financial Planning Service before or after the final payment is due depending on time required to collect data, conduct analyses, and prepare and present recommendations.

#### **SELECT Financial Planning Service**

SELECT Financial Planning Service clients are assessed a minimum fee of \$2,500, and the fee may be higher based on the various planning components requested. A deposit equaling 50% of the quoted fee is due upon engagement and the remainder is to be paid three months later or on delivery of final recommendations, whichever occurs first, unless alternative arrangements are made.

#### **LIFETIME Financial Planning Service**

LIFETIME Financial Planning Services fees range from \$2,000 to \$5,000 per quarter, which will depend on the complexity of the engagement, time involved, etc. The first quarter's fee is due upon execution of the engagement agreement, which may require proration based on the days remaining in that period, and the remaining payments are to be made within the first 10 calendar days of each quarter thereafter until the end of the 12-month period. The fee will remain in effect for successive 12-month periods unless the engagement is amended or terminated.

We will assess a \$450 per hour fee when an investment advisor representative is engaged for a special project, which will be billed in 10-minute increments. If professional support staff are used in support of your engagement, the hourly rate of \$100 or less will be instituted. Prior to entering into an agreement with our firm you will receive an estimate of the overall cost based on your requirements and the time involved. We do not require a deposit to initiate the engagement; the fee is due in full upon delivery of our invoice which coincides with the presentation of your plan/advice. An hourly engagement lasting more than one month is typically billed at the end of each month for time incurred during that period.

### **Third-Party Investment Managers- Portfolio Management Fees**

Each third-party investment manager program has a stated fee range that will be described to you through the use of that investment manager's disclosure documents and prior to your selection of the manager.

Third-party investment management services fees, including debits and credits, will be noted on account statements that you will receive directly from the custodian of record on a quarterly or more frequent basis. We are not directly involved in the billing process of third-party investment accounts. We recommend that you verify the accuracy of fee calculations; the custodian may not verify the accuracy of third-party manager fees for you.

Your written authorization is required for the custodian of record to deduct advisory fees from your investment account. By signing the custodian account documents, you will be authorizing the withdrawal of fees from your account. The withdrawal of fees from your account will be accomplished by the custodian of record. Most third-party managers do not allow for direct payment (e.g., payment by check, etc.). Our portion of the advisory fee will be remitted directly to our firm via the third-party investment manager.

Assets Under Advisement	Annual Fee Maximum (including Third Party Asset Manager Fee)
\$0 - \$1,000,000	1.50%
\$1,000,001 - \$3,000,000	1.25%
\$3,000,001 - \$5,000,000	1.00%
\$5,000,001 – Above	Negotiable

### **Additional Client Fees**

Any transactional or service fees (sometimes termed brokerage fees), individual retirement account fees, qualified retirement plan fees, account termination fees, or wire transfer fees will be borne by the account holder and per the separate fee schedule of the custodian of record. Fees paid by our clients to our firm for our advisory services are separate from any of these fees or other similar charges. In addition, advisory fees paid to our firm for its services are separate from internal fees associated with mutual funds, exchange-traded funds (ETFs), exchange-traded notes (ETNs) or other similar investments.

Per annum interest at the current statutory rate in which the client resides may be assessed on fee balances due more than 30 days, and we may refer past due accounts to collections or legal counsel for processing. We reserve the right to suspend some or all services once an account is deemed past due.

Additional information about our fees in relationship to our brokerage and operational practices are noted in Item 12 of this document.

### **Termination of Services**

Either party may terminate the agreement at any time, which will typically be in writing. If you verbally notify our firm of the termination and, if in two business days following this notification you have not sent in your notice in writing, we will make a written notice of the termination in our records and send you our own termination notice as a substitute. Our firm will not be responsible for investment allocation or advice upon receipt of a termination notice. It will also be necessary that we inform the account custodian and/or selected sub-advisor/third-party investment manager, if one was engaged, that the relationship between our firm and the client has been terminated.

If our Form ADV Part 2 firm brochure was not delivered to the client at least 48 hours prior to entering into any investment advisory contract with our firm, then that client has the right to terminate their agreement without fee or penalty within five business days after entering into the contract. Should a client terminate a EPOCH, SELECT or Special Projects planning service after this five-day time period, that client will be assessed fees at the firm's current hourly rate for any time incurred in the preparation of the client's analysis or plan. LIFETIME financial planning and portfolio management services clients that terminate their agreement after the five-day period will be assessed fees on a prorated basis for services incurred from either (i) as a new client, the date of the engagement to the date of the firm's receipt of the written notice of termination, or (ii) all other accounts, the last billing period to the date of the firm's physical or constructive receipt of written termination notice.

Earned fees in excess of any prepaid amount will be billed at the time of termination and will be due upon your receipt of our invoice. You will be entitled to a refund if you were required to provide an initial deposit for a financial planning engagement, you provided all requested information, and your plan was not delivered to you within six months' time from the date of the engagement.

Our firm's return of any prepaid, yet unearned fees will occur within 30 days of the firm's receipt of termination notice. Our return of payment to a client for financial planning, educational workshop, or retainer services will be completed via check from our firm's US-based financial institution; no credits or "transaction reversals" will be issued. We will coordinate remuneration of prepaid asset-based fees, if any, to a client's investment account. Return of prepaid fees will never involve a personal check, cash, or money order from our firm or from an associate of our firm.

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

Our firm's advisory fees will not be based on a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as performance-based fees. Our fees will also not be based on side-by-side management, which refers to a firm simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not.

#### Item 7 - Types of Clients

We provide advisory services to individuals and high net worth individuals of all investment experience, as well as US-based businesses. We do not require minimum income, asset levels or other similar preconditions for our services. Your preferred sub-advisor/third-party investment manager may require minimum investible assets to open and maintain a portfolio management account, which will be described to you in advance of the engagement. We reserve the right to waive or reduce certain fees based on unique individual circumstances, special arrangements or preexisting relationships, and we may decline services to a prospective client for any nondiscriminatory reason.

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

The sources of information we use in providing investment advice includes financial newspapers and magazines, research materials prepared by others, annual reports, prospectuses, filings with the SEC and company press releases. Investing in securities involves risk of loss that clients should be prepared to bear. Epoch Wealth Management does not manage client assets.

While we think our clients should maintain sufficiently diversified portfolios, we also subscribe to the belief that portfolios should be managed according to market valuations, current government fiscal policies and global trends by tactically allocating and by utilizing fundamental analysis of market valuations as a best means to manage risk.

#### Item 9 - Disciplinary Information

Neither the firm nor its management has been involved in a reportable criminal or civil action in a domestic, foreign or military jurisdiction, an administrative enforcement action, or self-regulatory organization proceeding per current guidelines.

#### Item 10 - Other Financial Industry Activities and Affiliations

Firm policies require associated persons to conduct business activities in a manner that avoids conflicts of interest between the firm and its clients, or that may be contrary to law. Our firm will provide disclosure to each client prior to and throughout the term of an engagement regarding any conflicts of interest involving its business relationships that might reasonably compromise its impartiality or independence.

Our firm is not registered nor has an application pending to register as a Financial Industry Regulatory Authority (FINRA) or National Futures Association (NFA) member firm, nor are we required to be registered with such entities. Neither our firm nor its management is or has a material relationship with any of the following types of entities:

- accounting firm
- bank, credit union or thrift institution, or their separately identifiable departments or divisions
- lawyer or law firm
- insurance company or insurance agency
- pension consultant
- real estate broker/dealer or advisor
- sponsor or syndicator of limited partnerships
- trust company
- issuer of a security, to include investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)

As referenced in Item 4 of this brochure, we provide recommendations to pre-screened, sub-advisor and/or third-party investment managers (who are also required to be registered as investment advisors) to service part of or the entire client portfolio, and in which both firms are paid a portion of an advisory fee as described in Item 5.

Epoch Wealth Management refers clients to other investment advisers to manage their accounts. In such circumstances, Epoch Wealth Management will share in the other investment adviser's asset management fee. This situation creates a conflict of interest. However, when referring clients to another investment adviser, the client's best interest and suitability of the other investment advisers will be the main determining factors of Epoch Wealth Management. This relationship is disclosed to the client at the commencement of the advisory relationship. These compensation arrangements present a conflict of interest because Epoch Wealth Management has a financial incentive to recommend the services of the other investment advisers. You are not obligated, contractually or otherwise, to use the services of any other investment advisers we recommend. Additionally, Epoch Wealth Management will only recommend another investment adviser who is properly licensed or registered as an investment adviser. Each client has the right to purchase recommended or similar investments through their own selected service provider, and it should be noted that certain portfolio managers may not be available to self-directed investors.

While Ms. Gontero is Certified Public Accountant (CPA), she is not associated with an accounting firm. She does not serve in a role that would be defined as having physical custody of an account (see Item 15). Whether she is serving a client in one or more capacities, Ms. Gontero will disclose in advance how she is being compensated and if there is a conflict of interest involving any advice or service being provided. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

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

Our firm and its associates will act in the utmost good faith, performing in a manner believed to be in the best interest of our clients. We believe that our business methodologies, ethics rules, and adopted policies are designed to eliminate or at least minimize material conflicts of interest, and to appropriately manage any material conflicts of interest that may remain. You should be aware that no set of rules can possibly anticipate or relieve all material conflicts of interest. Our firm will disclose to its advisory clients any material conflict of interest relating to the firm, its representatives, or any of its employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

#### **Code of Ethics Description**

We have adopted a Code of Ethics that establishes policies for ethical conduct for our personnel. Our firm accepts the obligation not only to comply with all applicable laws and regulations but also to act in an ethical and professionally responsible manner in all professional services and activities. Firm policies include prohibitions against insider trading, circulation of industry rumors, and certain political contributions, among others. We periodically review and amend our Code of Ethics to ensure that they remain current, and we require firm personnel to annually attest to their understanding of and adherence to the firm's Code of Ethics. A copy of the firm's Code of Ethics is made available to any client or prospective client upon request.

#### **CFP® Principles**

CERTIFIED FINANCIAL PLANNER™ Practitioners, such as Ms. Gontero, also adhere to the Certified Financial Planner Board of Standards, Inc.'s Code of Ethics & Professional Responsibility which you may find at [www.cfp.net](http://www.cfp.net).



### **Investment Recommendations and Conflicts of Interest**

Neither the firm nor an associate is authorized to recommend to a client, or effect a transaction for a client, involving any security in which the firm or a "related person" (e.g., associate, an immediate family member, etc.) has a material financial interest, such as in the capacity as a board member, underwriter or advisor to an issuer of securities, etc.

An associate is prohibited from borrowing from or lending to a client unless the client is an institutional lender.

The firm remains focused on ensuring that its offerings are based upon the needs of its clients, not resultant compensation received for such services. We want to also note that you are under no obligation to act on a recommendation from our firm and, if you elect to do so, you are under no obligation to complete them through our firm or a service provider whom we may recommend.

### **Privacy Policy Statement**

We respect the privacy of all clients and prospective clients (collectively termed "customers" per privacy regulations), both past and present. It is recognized that our clients have entrusted our firm with non-public personal information, and it is important that both access persons and customers are aware of firm policy concerning what may be done with that information. The firm collects personal information about customers from the following sources:

- Information customers provide to complete their financial plan or investment recommendation.
- Information customers provide in engagement agreements and other documents completed in connection with the opening and maintenance of an account.
- Information customers provide verbally; and
- Information received from service providers, such as custodians, about customer transactions.

The firm does not disclose non-public personal information about our customers to anyone, except in the following circumstances:

- When required to provide services our customers have requested;
- When our customers have specifically authorized us to do so;
- When required during the course of a firm assessment (i.e., independent audit); or
- When permitted or required by law (i.e., periodic regulatory examination).

To ensure security and confidentiality, the firm maintains physical, electronic, and procedural safeguards to protect the privacy of customer information. Within the firm, access to customer information is restricted to personnel that need to know that information. All access persons and service providers understand that everything handled in firm offices are confidential and they are instructed not to discuss customer information with someone else that may request information about an account unless they are specifically authorized in writing by the customer to do so. This includes providing information about a family member's account.

The firm will provide our customers with its privacy policy on an annual basis and at any time, in advance, if firm privacy policies are expected to change.

## Item 12 - Brokerage Practices

**Factors Used to Select Broker/Dealers for Client Transactions** Accounts serviced by a third-party investment manager are maintained at one or more custodians of record that have been selected by the respective third-party manager and they will be disclosed in the third-party investment manager's disclosure documents and account opening forms.

## Item 13 - Review of Accounts

**Investment Management Services** For accounts served by a recommended third-party investment manager, we will periodically review reports provided to you by your third-party investment manager and contact least annually to review your financial situation and objectives. We will communicate information to your third-party investment manager as warranted and assist you in understanding and evaluating the services provided by the third-party manager. In certain instances, you may be able to communicate directly with your selected third-party investment manager but we ask that you coordinate the session through our firm.

Investment management services clients may receive portfolio performance reports directly from their third-party manager. We do not provide our own performance reporting involving a third-party investment management account. Clients are urged to carefully review and compare account statements that they have received directly from their custodian of record with any performance report they may receive from their third-party investment manager.

### **Scheduled Reviews**

Periodic reviews are recommended if you are receiving our financial planning services, and we believe they should occur at least on an annual basis if practical. Reviews will be conducted by Ms. Gontero and may involve analysis and possible revision of your previous financial plan or investment allocation. A copy of revised plans or asset allocation reports will be provided to you upon request. Unless provided for in your engagement agreement (e.g. LIFETIME planning services), reviews are generally conducted under a new or amended agreement.

For accounts served by a recommended third-party investment manager, Ms. Gontero will review reports provided to you by your third-party investment manager and contact you at least annually to review your financial situation and objectives. We will communicate information to your third-party investment manager as warranted and assist you in understanding and evaluating the services provided by the third-party manager. In certain instances, you may be able to communicate directly with your selected third-party investment manager.

**Non-Periodic Reviews** You should contact our firm for additional financial planning reviews when you anticipate or have experienced changes in your financial situation (e.g., changes in employment, an inheritance, the birth of a new child, etc.), or if you prefer to modify plan or investment account requirements. Non-periodic reviews are conducted by Ms. Gontero, which may occur under a new or amended agreement. A copy of revised plans or asset allocation reports will be provided to the client upon request.

**Content of Client Provided Reports and Frequency** Whether you have opened and maintained an investment account on your own or with our assistance, you will receive account statements sent directly from mutual fund companies, transfer agents, custodians, or brokerage companies where your investments are held.

We urge you to carefully review these account statements for accuracy and clarity, and to ask questions when something is not clear. Our firm may provide portfolio "snapshots" if we are engaged to provide periodic asset allocation or investment advice. However, we do not provide ongoing performance reporting under our financial planning engagements. Sub-advised and third-party management clients may receive written performance reports from their portfolio manager. We do not provide our own performance reporting, nor do we back-test a report from any other investment manager. Clients are urged to carefully review and compare account statements that they have received directly from their custodian of record with any report they may receive from any other source if it contains account performance information.

#### Item 14 - Client Referrals and Other Compensation

As noted in Items 4 and 5 of this brochure, for our initial and continuing consultation, we may receive a portion of the asset-based fee that is paid by a client for their portfolio management engagement with us and a third-party manager. Please refer to Items 10 and 12 for additional information with respect to our service offerings and the potential conflict of interest they may present.

We do not engage in solicitation activities involving unregistered persons. If we receive or offer an introduction to a client, we do not pay or earn a referral fee, nor are there established quid pro quo arrangements. Each client has the right to accept or deny such referral or subsequent services.

An associate of the firm may hold individual membership or serve on boards or committees of professional industry associations. Generally, participation in any of these entities require membership fees to be paid, adherence to ethical guidelines, as well as in meeting experiential and educational requirements. A benefit these entities may provide to the investing public is the availability of online search tools that allow interested parties (prospective clients) to search for individual participants within a selected state or region. These passive websites may provide means for interested persons to contact a participant via electronic mail, telephone number, or other contact information, in order to interview the participating member. The public may also choose to telephone association staff to inquire about an individual within their area and would receive the same or similar information. A portion of these participant's membership fees may be used so that their name will be listed in some or all of these entities' websites (or other listings). Prospective clients locating our advisory firm or an associate via these methods are not actively marketed by the noted associations. Clients who find our firm in this way do not pay more for their services than clients referred in any other fashion. Our firm does not pay these entities for prospective client referrals, nor is there a fee-sharing arrangement reflective of a solicitor engagement.

Item 15 – Custody Your assets must be maintained by an unaffiliated, qualified custodian, such as a bank, broker/dealer, trust company, mutual fund companies or transfer agent. Your assets are not held by our firm or any associate or our firm. In keeping with this policy involving our client funds or securities, our firm:

- Restricts the firm or an associate from serving as trustee or having general power of attorney over a client account;
- Prohibits any associate from having authority to directly withdraw securities or cash assets from a client account.
- Will not collect advance fees of \$500 or more for services that are to be performed six months or more into the future; and
- Will not authorize an associate to have knowledge of a client's account access information (i.e., online 401(k), brokerage or bank accounts) if such access would allow physical control over account assets.

Your custodian of record will provide you with your transaction confirmations and account statements, which will include debits and credits as well as your advisory fee for that period. Statements are provided on at least a quarterly basis and confirmations are provided as transactions occur within your account. Our firm will not create an account statement for a client nor serve as the sole recipient of a client account statement. You are urged to carefully review and compare your account statements that you have received directly from your custodian of record with any performance report you may receive from any source.

#### Item 16 - Investment Discretion

*Portfolio Management Services* Similar to a limited power of attorney, discretionary authority allows the selected third-party sub-advisor to implement investment decisions, such as the purchase or sale of a security on behalf of the client account, without requiring the client's prior authorization for each transaction in order to meet the client's stated investment objectives.

*Third-Party Investment Management Services* Third-party investment managers generally provide their services on a discretionary basis as described above. If you require your account be managed on a nondiscretionary basis, you should be aware that most third-party investment managers retain the right to either refuse or terminate an account, or continue to manage the account under a higher asset-based fee due to increased operational costs. We will inform you in advance of the recommended third-party manager's requirements involving investment authority.

If a client requests that we assist in any trade execution (including account rebalancing) under an investment consultation component of our financial planning engagement, such as assisting with held-away assets, it will only be accomplished on a non-discretionary basis. Following the client's written authorization via limited power of attorney and the approval of the custodian of record maintaining the account, we will request the execution of trades in the client's account at that custodian.

#### Item 17 - Voting Client Securities

Our clients may periodically receive proxies or other similar solicitations sent directly from the custodian of record or transfer agent. Should we receive a duplicate copy, note that we do not forward these or any correspondence relating to the voting of the client securities, class action litigation, or other corporate actions.

Our firm does not vote proxies on a client's behalf, nor do we offer specific guidance on how to vote proxies. We will not offer guidance involving any claim or potential claim in any bankruptcy proceeding, class action securities litigation or other litigation or proceeding relating to securities held at any time in a client account, including, without limitation, to file proofs of claim or other documents related to such proceeding, or to investigate, initiate, supervise or monitor class action or other litigation involving client assets. However, we will answer limited questions with respect to what a proxy voting request or other corporate matter may be and how to reach the issuer or its legal representative.

If your account is supervised by a third-party investment manager, you should review the third-party investment manager's Form ADV Part 2 to determine their proxy voting policies. Otherwise, you will maintain exclusive responsibility for directing the manner in which proxies solicited by issuers of securities that are beneficially owned by you shall be voted, as well as making all other elections relative to mergers, acquisitions, tender offers or other legal matters or events pertaining to your holdings. You should consider contacting the issuer or your legal counsel involving specific questions you may have with respect to a particular proxy solicitation or corporate action.

#### Item 18 - Financial Information

Our advisory firm will not take custody of your assets, nor do we have the type of account authority to have such control. We do not directly withdraw our advisory fees from your account; we must use an intermediary for all transactions.

Engagements with our firm do not require that we collect fees from you of \$500 or more for our advisory services that we have agreed to perform six months or more into the future.

Neither our firm nor its management serve as general partner for a partnership or trustee for a trust in which the firm's advisory clients are either partners of the partnership or beneficiaries of the trust.

The firm and its management do not have a financial condition likely to impair its ability to meet commitments to clients, nor has the firm and its management been the subject of a bankruptcy petition.

Due to the nature of our firm's advisory services and operational practices, an audited balance sheet is not required nor included in this brochure.

#### Item 19 - Requirements for State-Registered Advisers

For further information involving firm principal executive and management personnel, their business activities as well as material conflicts of interest, please refer to areas previously disclosed in Items 6 and 9 through 11, as well as the accompanying Form ADV Part 2B brochure supplement that immediately follows this page. Per Item 10 of this brochure, neither the firm nor a member of its management has a material relationship with the issuer of a security.



# epoch

## WEALTH MANAGEMENT

6002 Parkland Drive, Chagrin Falls, Ohio 44022

Epoch Wealth Management L.L.C.

Tel: 440-600-2897

[www.epochwealthmanagement.com](http://www.epochwealthmanagement.com)

Sandra A. Gontero, CPA/PFS, CFP®

Chief Executive Officer/Chief Compliance Officer Investment  
Advisor Representative  
Managing Member  
CRD #6630488

**Form ADV Part 2B**

Brochure Supplement  
March 28, 2025

This brochure provides information about Sandra A. Gontero that supplements Epoch Wealth Management L.L.C. Form ADV Part 2A firm brochure. You should have received a copy of that brochure. Please contact Ms. Gontero at 440-600-2897 if you did not receive the full brochure or if you have any questions about the contents of this supplement. Additional information about Sandra A. Gontero is available on the Securities and Exchange Commission's (SEC) website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) under CRD # 6630488.

**Item 2 - Educational Background and Business Experience** Regulatory guidance requires the firm to disclose relevant post-secondary education and professional training for each principal executive and associate of the firm, as well as their business experience for at least the most recent five years.

**Principal Executive Officers and Management Persons**

**Sandra Anne Gontero**

Chief Executive Officer/Managing Member/Chief Compliance Officer/IAR

Year of Birth: 1960

CRD Number: 6630488

**Educational Background** **Xavier University**; Cincinnati, OH BSBA, Accounting, Summa Cum Laude

**Professional Designations:**

**CPA (State of Ohio)<sup>1</sup>**

**PFS<sup>1</sup>**

**CFP®<sup>2</sup>**

**Business Experience**

**Epoch Wealth Management L.L.C. (01/2016-Present)**

Chagrin Falls, OH

Chief Executive Officer/Managing Member (01/2016-Present)

Chief Compliance Officer/Investment Advisor Representative (04/2016-Present)

**Gontero & Company (08/2014-12/2015)**

Chagrin Falls, OH President

**PNC Bank (02/1997- 05/2013)**

Cleveland, OH

National Managing Director of Wealth Strategy/Senior Relationship Manager/Senior Vice President

**Price Waterhouse Coopers LLP (09/1995-02/1997)**

Cleveland, OH

Director of Entrepreneurial Advisory Services

**Video Zone (08/1994-07/1995)**

San Diego, CA

Chief Financial Officer

**HDS, Inc. (05/1991-08/1994)**

San Diego, CA Chief Financial Officer

Managing Director of Accounting and Taxation

**Price Waterhouse Coopers LLP (09/1983-05/1991)**

San Diego, CA

Senior Tax Manager

**Arthur Andersen & Company (07/1981-09/1983)**

Cleveland, OH

Tax Associate

### Item 3 - Disciplinary Information

Registered investment advisors are required to disclose certain material facts regarding any legal or disciplinary events that would be material to the evaluation of each officer or a supervised person providing investment advice. Ms. Gontero has not been the subject of an event requiring disclosure under current guidelines.

### Item 4 - Other Business Activities

Ms. Gontero and our advisory firm do not have a material relationship with the issuer of a security. She is not registered, nor has an application pending to register, as a registered representative of a broker/dealer or associated person of a futures commission merchant, commodity pool operator, or commodity trading advisor. She does not receive commissions, bonuses or other compensation based on the sale of securities, including that as a registered representative of a broker/dealer or the distribution or service ("trail") fees from the sale of mutual funds.

### Item 5 - Additional Compensation

Neither our advisory firm nor Ms. Gontero is compensated for advisory services involving performance-based fees. In addition, firm policy does not allow associated persons to accept or receive additional economic benefit, such as sales awards or other prizes, for providing advisory services to firm clients.

### Item 6 – Supervision

Ms. Gontero serves as the firm's Chief Compliance Officer. Because supervising one's self poses a conflict of interest, the firm has adopted policies and procedures to mitigate this conflict, and may use the services of unaffiliated professionals to ensure the firm's oversight obligations are met. Questions relative to the firm, its services or this Form ADV Part 2B may be made to the attention of Ms. Gontero at 440-600-2897.

Additional information about the firm, other advisory firms, or an associated investment advisor representative is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). A search of this site for firms may be accomplished by firm name or a unique firm identifier, known as an IARD or CRD number. The CRD number for Epoch Wealth Management is 283359. The business and disciplinary history, if any, of an investment advisory firm and its representatives may also be obtained by calling the State of Ohio Division of Securities at (877) 683-7841.

### Item 7 - Requirements for State-Registered Advisers

There have been neither awards nor sanctions or other matter where Ms. Gontero or Epoch Wealth Management has been found liable in an arbitration, self-regulatory or administrative proceeding. Neither Ms. Gontero nor Epoch Wealth Management has been the subject of a bankruptcy petition.



### **Information about Professional Designations/Education**

**Certified Public Accountant (CPAs)** are licensed and regulated by their state boards of accountancy. While state laws and regulations vary, the education, experience and testing requirements for licensure as a CPA generally include minimum college education (typically 150 credit hours with at least a baccalaureate degree and a concentration in accounting), minimum experience levels (most states require at least one year of experience providing services that involve the use of accounting, attest, compilation, management advisory, financial advisory, tax or consulting skills, all of which must be achieved under the supervision of or verification by a CPA)

**<sup>1</sup> Personal Financial Specialist (PFS®)** - The PFS credential demonstrates that an individual has met the minimum education, experience and testing required of a CPA in addition to a minimum level of expertise in personal financial planning. To attain the PFS credential, a candidate must hold an unrevoked CPA license, fulfill 3,000 hours of personal financial planning business experience, complete 80 hours of personal financial planning CPE credits, pass a comprehensive financial planning exam and be an active member of the AICPA. A PFS credential holder is required to adhere to AICPA's Code of Professional Conduct, and is encouraged to follow AICPA's Statement on Responsibilities in Financial Planning Practice. To maintain their PFS credential, the recipient must complete 60 hours of financial planning CPE credits every three years. The PFS credential is administered through the AICPA.

**<sup>2</sup>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.

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 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 CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.