

## **Kate Capital Group LLC**

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This Brochure provides information about the qualifications and business practices of Kate Capital Group LLC. If you have any questions about the contents of this Brochure, please contact us at 805-418-7552 or [jennifer@katecapitalgroup.com](mailto:jennifer@katecapitalgroup.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Kate Capital Group LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Kate Capital Group LLC is also available on the SEC's website at <https://adviserinfo.sec.gov/>. The CRD number for Kate Capital Group LLC is 334283

**Item 2 – Material Changes**

The purpose of this page is to inform you of any material changes since the last update to this brochure. If you are receiving this brochure for the first time, this section may not be relevant to you.

We review and update our brochure at least annually to make sure that it remains current.

There have been no material changes to this brochure since our last update on 1/31/2025.

**Item 3 – Table of Contents**

Item 1 – Cover Page ..... 1  
Item 2 – Material Changes..... 2  
Item 3 – Table of Contents .....3  
Item 4 – Advisory Business.....4  
Item 5 – Fees and Compensation..... 7  
Item 6 – Performance-Based Fees and Side-by-Side Management..... 11  
Item 7 – Types of Clients..... 11  
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss..... 11  
Item 9 – Disciplinary Information..... 15  
Item 10 – Other Financial Industry Activities and Affiliations..... 15  
Item 11 – Code of Ethics.....16  
Item 12 – Brokerage Practices.....17  
Item 13 – Review of Accounts.....19  
Item 14 – Client Referrals and Other Compensation.....20  
Item 15 – Custody.....20  
Item 16 – Investment Discretion.....21  
Item 17 – Voting Client Securities.....22  
Item 18 – Financial Information.....22  
Item 19 – Requirements for State Registered Investment Advisors.....22  
Item 20 – Business Continuity Plan.....23  
  
Item 2B of Form ADV – Supplemental Brochure.....24  
    Jennifer K. Strong.....24

#### **Item 4 – Advisory Business**

Kate Capital Group was founded in 2024 by Jennifer K. Strong CFP® AEP®. Kate Capital Group (hereinafter referred to as “KCG”) provides investment management and financial planning services consistent with the client’s financial and tax status, age, risk tolerance, cash flow, debt, and investment objectives. A thorough assessment of client goals is integrated with quantitative analysis.

This narrative brochure provides clients with information regarding KCG and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of KCG. All material conflicts of interest under CCR Section 260.238 (k) have been disclosed regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

Prior to engaging KCG to provide services, clients are generally required to enter into an agreement with KCG setting the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to KCG beginning services.

#### **Financial Planning and Consulting**

KCG offers objective, independent, broad-based financial planning services. KCG helps the client implement effective planning tools to achieve the next level of success. KCG will then provide ongoing consultation to monitor results and make any necessary corrections. To accomplish this KCG may:

- Identify goals and objectives
- Custom design a financial plan
- Incorporate into the financial planning process issues of tax, education planning, employee benefit analysis, retirement, estate planning, business and succession planning
- Collect and evaluate data in complete confidentiality
- Identify and help alleviate potential problems and/or obstacles to achieving goals
- Ensure implementation of a financial plan, working with attorneys, insurance agents, client CPAs, business managers and other advisors as needed
- Monitor progress as needed or requested by the client.

When the client decides to engage KCG for financial planning services, pertinent information about the client’s personal and financial circumstances and objectives is collected. Financial planning clients may also be asked to provide investment/financial related data as part of the information gathering process. As required, KCG will follow up with the client for the purpose of reviewing and/or collecting financial data. Once such information has been studied and

analyzed, KCG will consult with the client to determine the steps necessary to achieve the client's expressed financial goals and objectives.

To the extent requested by the client, financial planning advice may be rendered in the areas of retirement planning, estate planning, employee benefit planning, investment planning, insurance planning, and tax planning, among others.

Implementation steps are based on the client's financial situation at the time the information is provided to KCG. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. KCG cannot offer any guarantees or promises that the client's financial goals and objectives will be met. As the client's financial situation, goals, objectives, or needs change, the client must notify KCG promptly.

In performing services, KCG shall not be required to verify any information received from or regarding the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information.

When providing financial planning, a conflict of interest may exist between the interest of the investment adviser and the interests of the client. A client is under no obligation to act upon KCG's recommendations, and if the client elects to act on any of the plan recommendations, the client is under no obligation to effect the transactions through KCG.

### **Investment Management**

The client may engage KCG to provide both ongoing financial planning and investment management. The scope of the ongoing financial planning and/or related consultation services to be rendered by KCG as part of the fee is intended to generally be limited to reviewing/evaluating/revising KCG's previous recommendations and/or services relative to a change in the client's financial situation and/or investment objectives.

Subject to any written guidelines, which the client may provide, KCG will be granted limited power of attorney to manage the account. Once the portfolio is constructed, KCG provides ongoing supervision and re-balancing of the portfolio as changes in market conditions and client circumstances may require. Any changes to the portfolio are reviewed with the client prior to any transactions in the client's account.

KCG primarily allocates investment management assets of its client accounts among exchange traded funds (ETFs), mutual funds and fixed income securities (and to a much lesser extent, among various individual equity securities), on a discretionary basis, in accordance with the investment objectives of the client. Unless the client directs otherwise, KCG shall primarily recommend that all investment management accounts be maintained at Charles Schwab and Co., Inc. (Schwab).

After consultation with KCG, clients may impose restrictions on investing in certain securities or types of securities. Other restrictions may be imposed by clients with respect to the (average or longest) maturity or credit quality of fixed income investments. In either case, all restrictions must be in writing.

### **Client Assets**

Current assets under management:

Discretionary - \$0

Non-discretionary - \$0

### **Retirement Plan Rollovers**

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interests ahead of yours.

Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

### **Trade Error Policy**

Should they occur, losses resulting from KCG trade errors shall be reimbursed by either KCG or the custodian, depending on the dollar amount.

### **Client Obligations**

In performing its services, KCG is not required to verify any information received from the client or from the client's other professionals. Moreover, each client is advised that it remains his/her/its

responsibility to promptly notify KCG if there is ever any change in the client's financial situation or investment objectives during the client engagement.

### **Disclosure Statement**

A copy of KCG's written brochure as set forth on Part 2 of Form ADV shall be provided to each client prior to, or at the same time as, the execution of the *Client Agreement*. Any client who has not received a copy of KCG's written Brochure at least 48 hours prior to executing the *Client Agreement* shall have five business days subsequent to executing the agreement to terminate the KCG's services without penalty.

### **Non-Participation in Wrap Fee Programs**

KCG, as a matter of policy and practice, does not sponsor any wrap fee program. A wrap fee program is defined as any advisory program under which a specified fee or fees not based directly upon transactions in a client's account is charged for investment supervisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and the execution of client transactions.

### **Our Policy on Class Action Lawsuits**

From time to time, securities held in the accounts of clients will be the subject of class action lawsuits. KCG has no obligation to determine if securities held by the client are subject to a pending or resolved class action lawsuit. KCG also has no duty to evaluate a client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, KCG has no obligation or responsibility to initiate litigation to recover damages on behalf of clients who may have been injured as a result of actions, misconduct, or negligence by corporate management of issuers whose securities are held by clients.

Where KCG receives written or electronic notice of a class action lawsuit, settlement, or verdict affecting securities owned by a client, it will forward all notices, proof of claim forms, and other materials, to the client. Electronic mail is acceptable where appropriate if the client has authorized contact in this manner.

### **Item 5 – Fees and compensation**

KCG provides investment portfolio review as well as general non-securities advice on topics including tax planning, estate planning, budgeting and cash flow, and/or fringe benefit analysis.

## Investment Management

For **investment management services**, Advisor's compensation is an annual fee billed on a pro-rata annualized basis quarterly, in advance, according to the fee schedule below using the value of the Account(s) on the last day of the previous quarter. In certain circumstances, Advisor may reduce or waive Client fees in Advisor's sole discretion. Advisor may combine the Account values of multiple family members to determine the applicable fee. Lower fees for comparable services may be available from other sources.

Account Value	Asset-Based Rate per Annum
\$0 to \$1,000,000	1.0%
\$1,000,001 to \$2,000,000	.90%
\$2,000,001 to \$4,000,000	0.80%
Greater than \$4 MM	0.70%

Fees are billed on a pro-rata annualized basis, quarterly, in advance based on the value of your account at the end of the previous quarter. For the initial quarter of investment management services, the first quarter's fees shall be calculated on a *pro rata* basis.

The annual fee for investment management services provided is based upon a percentage (%) of the market value of the Assets under management in accordance with the fee schedule in the Agreement signed by the Client. KCG considers cash to be an asset class and part of Assets under management and subject to the same fee calculation as the Client's non-cash investments.

Client authorizes Advisor to deduct Advisor's fee directly from Client's Account(s) held at an independent custodian (unless Client requests to be billed directly). Client authorizes Advisor to instruct the Account's custodian to deduct Advisor's fee from the assets held in Client's Account as they become due and payable. If Client has more than one Account, Advisor makes the determination as to which Account the fee is taken from based on Client's best interest, or at Client's instruction. When there is insufficient cash in Client's Account, for payment of Advisor's fee Advisor will liquidate securities in the Account for payment of Advisor's fee. Advisor makes the determination as to which Account the fee is taken from based on Client's best interest, or at Client's instruction. KCG will also provide client with a separate invoice of fees billed and paid. The client is encouraged to review their account statements and invoices for accuracy. KCG will receive a duplicate copy of the statement that was delivered to the client from the custodian. In Advisor's sole discretion a Client may pay Advisors fee by check or via Advisor's third-party payment method. When clients are billed directly, payment is due upon receipt of KCG's invoice.

Advisor's fee may be amended from time to time upon written notice to Client subject to Client's consent and right to terminate. Any current fee shall continue for thirty (30) days after Advisor has notified Client in writing of any change in the fee. Thirty (30) days from the sending of the written notice to Client the new fee will become effective unless Client notifies Advisor in writing to terminate the Agreement.

Client will also typically incur, relative to the purchase or sale of mutual funds and exchange traded funds for the Account, charges imposed directly by the custodian and fund company for transaction fees, management fees, and fund expenses. These fees are exclusive of, and in addition to, Advisor's compensation.

The advisory agreement, unless otherwise stated, is for a period of one year. The advisor or the client may terminate the client/Advisor relationship and Wealth Management Agreement at any time via email or regular mail with thirty (30) days prior notice. Notice shall be in writing and delivered to the appropriate party's last known physical address or email. Any unpaid fees that have been earned by the Advisor shall be paid by check within fifteen (15) days of the termination of the Agreement. Unearned prepaid fees shall be refunded to the client upon termination for any reason. Unearned prepaid fees shall be calculated based upon the value of the account as of the day of termination and refunded pro rata based upon the number of days that have been prepaid. There is no provision for refunds for work that has already been performed.

### **Commissions**

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

### **Financial Planning and Consulting**

Fees for financial planning activities are billed at a rate of \$300 per hour and are paid as services are rendered. Fees are negotiable. Fees are calculated based upon each quarter hour (15 mins.) of time rendered (\$75/15 mins), rounded to the nearest full increment. Prepayment of fees will not exceed \$500 per client, 6 months or more in advance. Fees are due 30 days after client receives the invoice for the billable amount. In Advisor's sole discretion a Client may pay Advisors fee by check or via Advisor's third-party payment method.

Lower fees for comparable services may be available from other sources. Clients are under no obligation to act on any of the adviser's recommendations or effect such recommendations through the adviser pursuant to California Code of Regulation, Section 260.235.2(a)(2).

## **Account Termination Fees**

Clients may also incur “account termination fees” upon the transfer of an account from one brokerage firm (custodian) to another. The range for these account termination fees is believed to range generally \$0 to \$200 at present, but at times may be much higher. Clients should contact their custodians (brokerage firms, bank or trust company, etc.) to determine the amount of account termination fees that may be charged and deducted from their accounts for any existing accounts that may be transferred.

Such transaction charges, fees and commissions are exclusive of and in addition to the firm’s fee, and the firm does not receive any portion of these commissions, fees, and costs. Lower fees for comparable services may be available from other sources.

## **General Information Regarding Advisory Services and Fees**

KCG does not represent, warrant, or imply that the services or methods of analysis used by KCG can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections.

Item 12 further describes the factors that the firm considers in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (e.g., commissions).

Asset-advised-upon percentage method of compensation can still at times lead to conflicts of interest between KCG and the client as to the advice provided by KCG. For example, conflicts of interest may arise relating to the following financial decisions in life: incur or pay down debt; gift funds to charities or to individuals; purchases of a (larger) home or cars or other non-investment assets; the purchase of a lifetime immediate annuity; expenditures of funds for travel or other activities; investment in private equity investments (private real estate ventures, closely held businesses, etc.); and the amount of funds to place in non-managed cash reserve accounts. KCG has adopted internal policies to properly manage these and other potential conflicts of interest. KCG’s goal is that advice to the client remains at all times in the client’s best interest, disregarding any impact of the decision upon KCG.

KCG believes that the charges and fees offered within its programs are competitive with alternative programs available through other firms offering a similar range of services; however, lower fees for comparable services may be available from other sources. A client could invest in equity funds directly, without the services of KCG. In that case, the client would not receive the services provided by KCG which are designed, among other things, to assist the client in determining which investments are most appropriate to each client's financial condition and objectives, undertake a disciplined approach to portfolio rebalancing while taking into account

the tax ramifications of same, and to avoid ad hoc emotional reactions to shorter-term market events. Also, some of the funds used by KCG may not be available to the client directly without the use of an investment adviser granted access to such funds (such as institutional funds).

KCG's relationship with each client is non-exclusive; in other words, KCG provides investment advisory services and financial planning services to multiple clients. KCG seeks to avoid situations in which one client's interest may conflict with the interest of another of the firm's clients. However, one circumstance that could arise is a sudden sharp downturn in the values of one or more asset class, thereby triggering (under adopted investment policies with the vast majority of KCG's clients) the need to rebalance the investment portfolios following the close of any business (trading) day. In this instance, KCG seeks to rebalance each client's investment portfolio on a timely basis. In determining which client portfolios to attend to first, KCG ranks clients by the amount of assets under advisement as of the last quarterly period from highest to lowest, and generally proceed to rebalance portfolios accordingly.

#### **Item 6 – Performance-Based Fees and Side-by-Side Management**

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

#### **Item 7 – Types of Clients**

KCG provides financial planning services to individuals, high net worth individuals, charitable institutions, small businesses, trusts and estates. KCG does not have any requirements for opening or maintaining an account, such as a minimum account size.

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

Investing in securities involves risk of loss that clients should be prepared to bear. Supervised Persons of KCG evaluate the risk tolerance, age, goals, tax status, cash flow, debt, and general financial status when determining investment advice.

Before designing investment plans for clients, KCG will evaluate the client's investments to determine whether the client's goals harmonize with the client's financial objectives. In designing investment plans for clients, KCG relies upon the information supplied by the client and the client's other professional advisors. Such information may pertain to the client's financial situation, estate planning, tax planning, risk management, short-term and long-term lifetime financial goals and objectives, investment time horizon, and perceived current tolerance for risk. KCG will design and propose a portfolio to help clients attain their financial goals.

This information will become the basis for the strategic asset allocation plan that KCG believes will best meet the client's stated long-term personal financial goals. The strategic asset

allocation provides for investments in those asset classes that KCG believes (based on historical data and KCG's analysis) will possess attractive combinations of return, risk, and correlation over the long term.

When KCG invests client assets, asset allocation techniques are used which include ETFs and mutual funds that invest in stocks and bonds of varying characteristics and from both the United States and foreign markets. KCG invests for the long term and expects that not all investments in a given portfolio will perform in unison with other assets in the same portfolio. KCG manages money for the clients' downside protection, not upside gain. KCG does not systematically re-balance the portfolio on a regular basis but monitors each portfolio's asset allocation to make adjustments where appropriate. For clients who engage KCG for financial planning and investment advisory services, values for non-managed investments are included for re-balancing purposes; with said values based on information provided by the client.

KCG may also provide advice on any type of investment held in a client's portfolio at the inception of the advisory relationship. KCG will explore other investment options at the client's request. Additionally, KCG reserves the right to advise clients on any other type of investment that may be appropriate based on the client's stated goals and objectives.

When investment markets are experiencing extraordinary circumstances, KCG may recommend that assets in a client's account be moved to cash and then resume asset allocation at a future time.

KCG may utilize fundamental analysis. Fundamental analysis is performed on historical and present data, with the goal of making financial forecasts. The main sources of information include financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Other sources that the firm may use include Morningstar ETF and mutual fund information, S&P Stock Information, ValueLine, IBBOTSON, Morningstar stock information, and the worldwide web.

### **Investment Strategies**

The primary investment strategy used on client accounts is asset allocation based on Modern Portfolio Theory. KCG develops a diversified investment portfolio by mixing different assets in varying proportions depending on client and current economic climate. The primary purpose of Asset Allocation is to reduce the risk in the portfolio, while maintaining or enhancing the rate of return of the portfolio. Portfolios are globally diversified to control the risk associated with traditional markets.

Each client receives investment advice regarding their portfolio based upon his/her/its:

- Time Horizon
- Risk Tolerance
- Expected Rate of Return
- Asset Class Preferences

The investment vehicles used to invest in the various asset classes are ETFs and mutual funds. The funds provide:

- Diversification
- Flexibility
- Liquidity

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time.

Other strategies may include long-term purchases and short-term purchases.

KCG's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis KCG must have access to current/new market information. KCG has no control over the distribution rate of market information. An accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

KCG's primary investment strategies - Long Term Purchases and Short-Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer-term investment strategy.

### **Risk of Loss**

Investing in securities involves risk of loss that clients should be prepared to bear. KCG's investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

**Interest-rate Risk:** The risk that investment returns will be affected by changes in the level of interest rates. When interest rates increase, the prices and values of bonds decrease. When interest rates decrease, the prices and values of bonds increase.

**Market Risk:** The risk that investment returns will be affected by changes in the overall level of the stock market. When the stock market as a whole increases or decreases; virtually all stocks are affected to some degree.

**Reinvestment Rate Risk:** The risk incurred when an investment's income is reinvested at a lower rate than the rate that existed at the time the original investment was made. This risk is most prevalent when interest rates fall.

**Purchasing Power Risk (Inflation Risk):** The risk that inflation will affect the return of an investment in real dollars. In other words, the amount of goods that one dollar will purchase decreases with time. Investments that have low returns, such as savings accounts, are not likely to keep up with inflation. Investments with fixed returns, such as bonds, will decrease in value because their purchasing value will decrease with inflation.

**Business Risk:** The risk associated with a particular industry or firm. These are factors that affect the industry or firm, but do not affect the whole market. They include government regulations, management competency, or local or regional economic factors.

**Financial Risk:** The risk associated with the mix of debt and equity used to finance a company. The greater the financial leverage, the greater the financial risk.

**Currency Risk (Exchange Rate Risk):** The risk that a change in the value of a foreign currency relative to the U.S. dollar will negatively affect a U.S. investor's return.

**Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

In general, cash equivalents provide liquidity with minimum income, and a return of principal with no capital appreciation. Cash equivalents are, however, subject to purchasing power risk.

Fixed income investments provide current income. Usually, the longer the maturity of the security, the higher the income it will generate. Also, with longer maturities, fixed income investments will have greater price volatility and greater opportunity for capital gains or capital losses. Fixed income investments are subject to interest rate risk, reinvestment rate risk, and purchasing power risk. In addition, foreign bonds would be subject to currency rate risk and high-yield bonds would be subject to business risk and financial risk.

The return of principal for bond funds and funds with significant underlying bond holdings is not guaranteed. ETF and mutual fund shares are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings. Lower rated bonds are subject to greater fluctuations in value and risk of loss of income and principal than higher-rated bonds.

Equity investments are subject to greater volatility, thus providing a greater opportunity for capital gains, and a greater opportunity for capital losses. Equity investments offer little or no current income. Equity investments are subject to market risk and interest rate risk, while providing an opportunity to protect against purchasing power risk. Also, stock ETFs and mutual funds, rather than individual equities, may limit the exposure to business risk and financial risk.

Investing outside the United States involves additional risks, such as currency fluctuations, periods of illiquidity and price volatility. These risks may be heightened in connection with investments in developing countries. Small-company stocks entail additional risks, and they can fluctuate in price more than larger company stocks.

Investments are not FDIC-insured, nor are they deposits of or guaranteed by a bank or any other entity, so they may lose value. Exceptions to this are CD's and FDIC-insured money market funds.

Different types of investments involve varying degrees of risk, and the client should not assume that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by KCG) will be profitable or equal to any specific performance level(s).

#### **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of KCG or the integrity of KCG's management. KCG has no information applicable to this Item. Neither Kate Capital Group LLC or Jennifer K. Strong, Principal and IAR (CRD #2263721) have been subject to any criminal or civil actions, administrative proceedings, or self regulatory organization (SRO) proceedings.

#### **Item 10 – Other Financial Industry Activities and Affiliations**

Advisory Representatives are licensed insurance agents and offer various insurance products for which they will be paid a commission. Advisory Representatives spend approximately 5% of their time offering insurance products. The remainder of the time is spent acting in the capacity of an Advisory Representative for KCG. Advisory Representatives may be licensed with various insurance companies as life, health and accident insurance brokers with all the appropriate state Departments of Insurance and may receive commissions on insurance products sold. In such instances, there is no advisory fee associated with these insurance products.

Clients are under no obligation to purchase or sell insurance through KCG. However, if they choose to implement the plan, commissions or asset management fees may be earned in addition to any fees paid for advisory services.

#### **Other Activities**

a. Neither KCG or any management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

b. Neither KCG or any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

c. Neither KCG or any of its management persons have an arrangement with any related persons, such as, broker-dealer, municipal securities dealer, or government securities dealer or broker, 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), or financial planner, futures commission merchant, commodity pool operator, or commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, and/or sponsor or syndicator of limited partnerships. KCG's principal, Jennifer K. Strong is registered as an Investment Advisor Representative (IAR) with Eagleson Arndt Financial Advisors, LLC (CRD #134098) and will be dually registered as an IAR with Kate Capital Group LLC for a period of no longer than 6 months. This dual registration serves as a transition period to work as an IAR under Kate Capital Group, solely without affiliation to Eagleson Arndt Financial Advisors, LLC thereafter. There is no conflict of interest for clients as clients have full authority and discretion to continue work with Eagleson Arndt Financial Advisors, LLC or choose to transfer their relationship to KCG. Jennifer K. Strong can offer services of equal value, cost and scope under each firm.

d. KCG does not recommend or select other investment advisers for their clients and does not receive compensation directly or indirectly from those advisers that could create a material conflict of interest.

### **Item 11 – Code of Ethics**

KCG has adopted a Code of Ethics for all supervised persons of the firm and has a fiduciary duty to clients to act in the best interest of the client and always place the client's interests first and foremost. Adviser takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as Adviser's policies and procedures. Further, Adviser strives to handle clients' non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides clients with Adviser's Privacy Policy. As such, Adviser maintains a Code of Ethics for its supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with applicable securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about client transactions.

KCG supervised persons may buy or sell securities identical to those securities recommended to clients. Therefore, KCG's supervised persons may have an interest or position in certain securities that are also recommended and bought or sold to clients. Any such securities transactions are likely to be insignificant in relation to the market as a whole. As a practice the transactions, if any, are executed after related client transactions have been executed. KCG supervised persons will not put their interests before a client's interest and may not trade ahead of their clients or trade in such a way to obtain a better price for themselves than for their clients. However, in all cases, full disclosure is provided to the client. KCG is required to maintain a list of all securities holdings for its associated persons. Further, supervised persons are prohibited from trading on non-public information or sharing such information. Clients have the right to decline any investment recommendation. KCG and its supervised persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

KCG and/or supervised persons may receive benefits such as assistance with conferences and educational meetings from product sponsors.

Further, Adviser's Code of Ethics establishes Adviser's expectation for business conduct. A copy of the Code of Ethics will be provided to any client or prospective client upon request.

Neither KCG, its management persons or any related person recommends to clients, or buys or sells for client accounts, securities in which KCG, its management persons or a related person has a material financial interest.

### **Item 12 – Brokerage Practices**

In the event the client requests that KCG recommend a custodian for execution and/or custodial services (exclusive of those clients that may direct KCG to use a specific custodian), KCG generally recommends Charles Schwab and Co., Inc. (Schwab). Prior to engaging KCG to provide investment management services, the client will be required to enter into a formal *Client Agreement* with KCG setting forth the terms and conditions under which KCG shall manage the client's assets, and a separate custodial/clearing agreement with each designated custodian.

Factors that KCG considers in recommending Schwab include historical relationship with KCG, financial strength, reputation, execution capabilities, pricing, research, and service. Although the transaction fees paid by KCG's clients shall comply with KCG's duty to obtain best execution, a client may pay a commission that is higher than another qualified custodian might charge to affect the same transaction. If this occurs, it is because KCG determines, in good faith, that the transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but

whether the transaction represents the best qualitative execution, taking into consideration the full range of custodial services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although KCG will seek competitive rates, it may not necessarily obtain the lowest possible transaction rates for client account transactions. The transaction fees charged by the designated custodian are exclusive of, and in addition to, KCG investment management fee. KCG best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

### **Research and Additional Benefits**

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular custodian, KCG may receive from Schwab without cost (and/or at a discount) support services and/or products, certain of which assist KCG to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by KCG may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by KCG in furtherance of its investment supervisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist KCG in managing and administering client accounts. Others do not directly provide such assistance but rather assist KCG to manage and further develop its business enterprise.

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

### **Aggregation of Client Trades**

To the extent that KCG provides investment management services to its clients, the transactions for each client account generally will be affected independently, unless KCG decides to purchase or sell the same securities for several clients at approximately the same time. KCG may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable transaction fees or to allocate equitably among KCG's client's differences in prices and transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given

day. KCG shall not receive any additional compensation or remuneration as a result of such aggregation.

KCG's employees are not registered representatives of Schwab or any other custodian and do not receive any commissions or fees from recommending these services.

### **Directed Brokerage**

Some clients may instruct KCG to use one or more particular brokers for the transactions in their accounts. Clients who may want to direct KCG to use a particular broker should understand that this may prevent KCG from effectively negotiating brokerage compensation on their behalf. This arrangement may also prevent KCG from obtaining the most favorable net price and execution. Thus, when directing brokerage business, clients should consider whether the commission expenses and execution, clearance and settlement capabilities that they will obtain through their broker are adequately favorable in comparison to those that KCG would otherwise obtain for its clients. Clients are encouraged to discuss available alternatives with their advisory representative.

### **Referrals**

Neither KCG, its management persons or any related person receives client referrals from a broker-dealer or third party.

### **Item 13 – Review of Accounts**

For those clients to whom KCG provides investment management supervisory services, account reviews will be conducted on an ongoing basis by Jennifer Strong. All investment supervisory clients are advised that it remains their responsibility to advise KCG in writing of any changes in their investment objectives and/or financial situation, or if they wish to impose any reasonable restrictions on KCG's management services. All clients (in person or electronically) are encouraged to review investment objectives and account performance with KCG on an annual basis.

KCG may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event such as a market correction, large deposits or withdrawals from an account, substantial changes in the value of a client's portfolio, change in the client's investment objectives and upon client request.

Implementation plans are prepared for clients who have engaged KCG's services for this purpose. Upon completion of the plan, Jennifer Strong will meet with every client to review and answer any questions the client may have about its contents. There are no different levels of

review. After this consultation, there are no further reviews unless the client requests additional meetings.

After one year, Jennifer Strong will contact financial planning clients and offer to review the plan. This will help to ensure that the plan still reflects the client's financial goals and objectives, and give Jennifer the opportunity to amend the plan to accommodate any changes in the client's circumstances (retirement, marriage, disability, etc.). This service is optional, and the client is not obligated to accept. If the client chooses to have this annual review, the fee for this consultation will be based upon the prevailing rates. Since the original advisory contract signed by the client was valid for one year only, the client electing an annual review shall execute a new advisory contract.

Financial planning clients receive no reports other than those described above. However, the client may, at his or her discretion, choose to implement the financial plan through KCG. In that event, the client will receive monthly, quarterly and/or annual statements from investment companies, product sponsors, or custodians.

### **Reports to Clients**

The account custodian provides trade confirmation and monthly statements to clients. Reports will be provided on an ad hoc basis.

### **Item 14 – Client Referrals and Other Compensation**

As referenced in Item 12 above, KCG may receive an indirect economic benefit from Schwab. KCG, without cost (and/or at a discount), may receive support services and/or products from Schwab.

KCG periodically receives client referrals from websites where they may be listed. In no case will the client pay any additional fees to KCG for services if the referral comes from any of these listings.

KCG's associated person, Jennifer K. Strong, is a licensed agent with several life, disability, and other insurance companies as discussed in Item 10 above.

KCG does not receive or offer compensation for client referrals or any other service or product.

### **Item 15 – Custody**

- A. It is KCG's policy to not accept custody of a client's securities. In other words, KCG is not granted access to clients' accounts that would enable KCG to withdraw or transfer or otherwise move funds or cash from any client account to KCG's accounts or the account

of any third party (other than for purposes of fee deductions, as explained below). This is for the safety of the clients' assets.

- B. Client consents in writing that KCG has the authority to seek deduction of KCG's fees from a client's accounts. The account custodian does not verify the accuracy of KCG's advisory fee calculation.
- C.
  - i. Each time a fee is assessed, the qualified custodian receives a statement of the amount to be deducted from the client's account.
  - ii. Each time a fee is deducted directly from a client account, the client is sent an invoice or statement itemizing the fee. Itemization includes the formula used to calculate the fee, the value of the assets under management on which the fee is based, and the time period covered by the fee.

In addition, clients receive at a minimum, quarterly statements from the qualified custodian that holds and maintains client's investment assets. If you are not receiving at least quarterly custodial account statements, please contact us at the number on the cover page of this brochure. KCG urges you to carefully review such statements and compare such official custodial records to the account statements that we may provide to you. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

- D. KCG has complied with the requirement to provide notice to the Commissioner in writing via Form ADV that the safeguards described in this Item 15 will and are being utilized.

### **Item 16 – Investment Discretion**

KCG usually receives discretionary authority from the client at the outset of an advisory relationship. Prior to KCG assuming discretionary authority over a client's account, the client shall be required to execute a *Client Agreement*, granting KCG a limited power of authority to buy, sell, or otherwise effect investment transactions. In addition, any investment discretion is obtained in writing through a limited power of attorney signed by the client prior. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account.

Discretionary authority allows KCG to perform trades in the client's account without further approval from the client. This includes decisions on the following:

- Securities purchased or sold
- The amount of securities to be purchased or sold

Once the portfolio is constructed, KCG provides ongoing supervision and re-balancing of the portfolio as changes in market conditions and client circumstances may require.

KCG seeks to undertake a minimal amount of trading in client accounts, in order to keep transaction fees, other expenses, and tax consequences associated with trading to minimal levels.

Clients who engage KCG on a discretionary basis may, at any time, impose restrictions, in writing, on KCG's discretionary authority (i.e., limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe KCG's use of margin, etc.).

### **Item 17 – Voting Client Securities**

As a matter of firm policy and practice, KCG does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. KCG may provide advice to clients regarding the clients' voting of proxies.

### **Item 18 – Financial Information**

KCG does not require the prepayment of more than \$500 in fees per client, six months or more in advance. KCG accepts limited forms of discretion over clients' accounts, as described in Item 16 of this brochure. KCG is unaware of any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. KCG has never been subject of a bankruptcy proceeding.

### **Item 19 – Requirements for State Registered Investment Advisors**

All Investment Advisor Representatives of KCG must satisfy at a minimum, the experience and education requirements set out by the individual states where they intend to offer or recommend services. Often this will require them to pass the Financial Industry Regulatory Authority's Series 65 Uniform Investment Advisor Law Examination, the Series 66 Uniform Investment Advisor Law Examination, or earn the Certified Financial Planner™ (CFP®) designation. KCG also examines the overall experience and capability of the individual before allowing him/her to offer financial planning and/or other services.

The firm's principal executive officer is Jennifer Strong. Additional information regarding Ms. Strong's education and business background is provided in the Brochure Supplement, Part 2B of Form ADV.

Neither Kate Capital Group LLC nor any management person has been involved in any of the items below.

- An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following: 1) an investment or an investment-related business or activity; 2) fraud, false statement(s), or omissions; 3) theft, embezzlement, or other wrongful taking of property; 4) bribery, forgery, counterfeiting, or extortion; or 5) dishonest, unfair, or unethical practices.
- An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following: 1) an investment or an investment-related business or activity; 2) fraud, false statement(s), or omissions; 3) theft, embezzlement, or other wrongful taking of property; 4) bribery, forgery, counterfeiting, or extortion; or 5) dishonest, unfair, or unethical practices.

Neither Kate Capital Group LLC nor any supervised person(s) are compensated for advisory services with performance-based fees.

Neither Kate Capital Group LLC nor any management person have any relationship or arrangement with any issuer of securities.

#### **Item 20 – Business Continuity Plan**

KCG maintains and will regularly update a Business Continuity Plan (BCP) to address an emergency or significant business disruption. The plan includes: risk assessment, business impact, recovery strategies, communication plan, and roles and responsibilities.

**Part 2B of Form ADV – Supplemental Brochure**

**Jennifer K. Strong**

Kate Capital Group LLC  
3625 E. Thousand Oaks Blvd. Suite 216  
Westlake Village, CA 91362  
805-418-7552  
jennifer@katecapitalgroup.com  
February 9, 2026

This Brochure provides information about Jennifer K. Strong that supplements the Kate Capital Group LLC brochure. You should have received a copy of that Brochure. Please contact us at 805-418-7552 or [jennifer@katecapitalgroup.com](mailto:jennifer@katecapitalgroup.com) if you did not receive the Kate Capital Group LLC brochure or if you have any questions about the contents of this brochure.

Additional information about Jennifer K. Strong also 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 “Individual” using the individual’s CRD number, 2263721.

Name: Jennifer K. Strong  
Year of Birth: 1970

**Item 2 –Educational Background and Business Experience**

Education: UC Santa Barbara, BA Psychology, 1988-1992  
College for Financial Planning, Certified Financial Planner coursework, 2018-2020

Experience: Kate Capital Group, LLC, Investment Advisor Representative, 02/2025 to present  
Eagleson Arndt Financial Advisors, LLC, Investment Advisor Representative, 01/2024 to 2/2025  
LPL Financial, Registered Representative, 03/2016 to 01/2024

Montecito Bank and Trust, Financial Advisor, 03/2016 to 01/2024

Bank of America, Financial Advisor, 04/2015 to 03/2016

Merrill Lynch, Pierce, Fenner & Smith, Financial Advisor, 01/2010 to  
03/2016

### **Item 3 - Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to client's evaluation of each supervised person providing investment advice. No information is applicable to this Item. Jennifer K. Strong has not been subject to any criminal actions, revocations, or suspensions.

### **Item 4 - Other Business Activities**

As discussed in Item 10 of the ADV Part 2A, Jennifer Strong is a licensed agent with several life, disability, and other insurance companies. In such a capacity, Jennifer may offer insurance products and receive the normal and customary commissions as a result of such a purchase. All compensation for such insurance sales is paid directly to Jennifer.

### **Item 5 - Additional Compensation**

Jennifer K. Strong does not receive economic benefits (sales awards and other prizes) from someone who is not a client.

### **Item 6 - Supervision**

Jennifer K. Strong, as the principal of the firm supervises her own work. She can be reached at (805) 358-4819.

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

Arbitration Claims:	None
Self-Regulatory Organization or Administrative Proceedings:	None
Bankruptcy Petition:	None

Jennifer K. Strong has not been involved in an award or otherwise found liable in any arbitration claim alleging damages in excess of \$2,500, any civil, self-regulatory organization, or administrative proceedings, or been the subject of a bankruptcy petition.

## **Professional Certifications**

Employees have earned certifications and credentials that are required to be explained in further detail.

**Certified Financial Planner (CFP®)**: Certified Financial Planners are licensed by the CFP Board to use the CFP mark. CFP certification requirements:

- Bachelor's degree from an accredited college or university.
- Completion of the financial planning education requirements set by the CFP Board ([www.cfp.net](http://www.cfp.net)).
- Successful completion of the 10-hour CFP® Certification Exam.
- Three-year qualifying full-time work experience.
- Successfully pass the Candidate Fitness Standards and background check.

**Accredited Estate Planner (AEP®)**: Accredited Estate Planners are awarded the designation by the National Association of Estate Planners & Councils (<https://www.naepc.org/designations/estate-planners>). AEP requirements:

- Actively engaged in estate planning as an accountant (CPA), attorney (JD), insurance and financial planning professional (CFA, CFP®, ChFC®, CLU®, CPWA®, MSFS, or MST), philanthropic professional (CAP®, CSPG), or trust professional (CTFA);
- In good standing with their professional organization and not subject to disciplinary investigation;
- Have a minimum of 5 years experience in estate planning in one or more of the prerequisite professions;
- Devote at least 1/3 of their time to estate planning;
- Provide three professional references; and
- Have a current membership in an affiliated local estate planning council.

