FORM ADV PART 2A
DISCLOSURE BROCHURE

Emerson James Advisors, LLC

Mailing Address:
PO Box 40
Manchester, MD 21102

Tel: 443-353-9811

dan@emersonjamesadvisors.com

This brochure provides information about the qualifications and business practices of Emerson James Advisors, LLC . Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 443-353-9811. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about Emerson James Advisors, LLC (CRD #307226) is available on the SEC's website at www.adviserinfo.sec.gov

FEBRUARY 3, 2021

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

This update is in accordance with the annual filing requirements for Registered Investment Advisors. Since the last filing of this brochure on October 26, 2020, the following has been updated:

- Item 4 has been updated to disclose the most recent calculation for client assets under management.

Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

Item 3: Table of Contents

Form ADV – Part 2A – Firm Brochure

Item 4: Advisory Business

Firm Description

Emerson James Advisors, LLC (“EJA”) was founded in 2017 and began offering advisory services in 2020. Daniel E. Johnson is 100% owner.

Types of Advisory Services

ASSET MANAGEMENT

EJA offers non-discretionary direct asset management services to advisory Clients. EJA will determine the securities to be bought or sold and the amount of the securities to be bought or sold. However, EJA will obtain prior Client approval before executing any transactions. EJA will offer Clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

SEI Managed Accounts Solutions

EJA offers discretionary management services through a program sponsored by SEI Investments Management Corp (SIMC). SIMC has developed a standard managed account solutions (“MAS”), which program includes SEI’s distribution focused strategies, an integrated managed account solutions providing a tax overlay service (“Tax Management”) and a Goals Based Investing managed account solutions, consisting of MAS and Tax Management portfolios invested in accordance with SEI’s goals-based investment solutions and, may, in the future, develop additional managed account solutions (collectively, the “Managed Account Solutions”). Under this program, SIMC acts as a co-investment advisor to the Investor, along with EJA, pursuant to a tri-party investment management agreement executed among SIMC, EJA and each Investor investing assets into the Managed Account Solutions (the “Tri-party Agreement”). For each Managed Account Solutions, SIMC is responsible for developing managed account portfolios designed to be invested in accordance with a stated investment objective (the “Managed Account Portfolios”). For each Managed Account Portfolio, other than the Managed Account Portfolios implementing distribution-focused strategies (the “DFS Portfolios”), SIMC is solely responsible for screening, reviewing and selecting the various money managers and/or individual mutual funds and Other Assets available for selection by Advisors and their Investors designed to meet the specific Managed Account Portfolio’s stated investment objective or goal. For each DFS Portfolio, SIMC is responsible for selecting the SEI Funds and/or Other Assets underlying each DFS Portfolio and actively managing each Investor Account invested in a DFS Portfolio in accordance with the portfolio’s investment objectives.

SEI Mutual Fund Models Program and SEI Funds

EJA offers discretionary management services through a program sponsored by SEI Investments Management Corp (SIMC). SIMC has developed various model mutual fund asset allocation portfolios (the "Mutual Fund Models") designed to be invested in accordance with a stated investment objective or goal (the "Mutual Fund Models Program"). SIMC currently develops its Mutual Fund Models through two underlying programs, described in various SEI literature as either SEI's Institutional Mutual Fund models or SEI's Goals Based Investing models and, may in the future, develop additional mutual fund model programs. Each Mutual Fund Model's underlying portfolio allocation is generally comprised exclusively of mutual funds in the SEI family of funds ("SEI Funds"), which are each advised by SIMC. Pursuant to the Mutual Fund Models Program, SEI will make available its various Mutual Fund Models to EJA who, in turn, may assist Investors in determining into which Mutual Fund Models to invest their assets.

ERISA PLAN SERVICES

EJA provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. EJA may act as a 3(21):

Limited Scope ERISA 3(21) Fiduciary. EJA may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions on a non-discretionary basis. As an investment advisor EJA has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using EJA can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

    - Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. EJA acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
    - Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
    - Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
    - Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
    - Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

    - Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands EJA's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, EJA is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. EJA will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

EJA may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between EJA and Client.

3. EJA has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to EJA on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

FINANCIAL PLANNING AND CONSULTING

EJA offers various types of financial planning and consulting as described below.

For Clients that are looking for a one-time comprehensive evaluation of their current and future financial state a plan will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. EJA will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals**: Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement**: A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis**: An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy**: A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan**: Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage.
- **Long-term investment plan**: Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets

guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy**: Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Estate preservation**: Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

If a conflict of interest exists between the interests of EJA and the interests of the Client, the Client is under no obligation to act upon EJA's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through EJA. Financial plans will be completed and delivered inside of sixty days contingent upon timely delivery of all required documentation.

EJA also provides ongoing comprehensive financial consulting.

Services provided may include, but are not limited to: analysis of financial goals, retirement planning, college savings (college funding is provided under Ad hoc Project/Hourly Financial Planning) tax planning, savings goal planning, insurance review, inventory of assets, development of an asset allocation strategy, retirement planning and estate planning reviews.

Results are delivered in two parts:

- Online software access where we analyze your financial plan and see how changes in inflation, rate of return, retirement date, spending, and longevity affect how long your money lasts.
- Specific written recommendations and schedules to illustrate decisions you can make that may improve your outcome.

Client will note that the term broad-based indicates services are integrated across multiple areas of their financial life. EJA does not warrant that services are all-inclusive. There will likely be services in which Client will need to consult with outside professionals or vendors for expertise and services beyond the scope and experience provided by EJA.

Initial Year Ongoing Financial Planning – Clients will typically have three or more scheduled meetings during the year, depending on income and it's assumed related complexity..

EJA will schedule meetings to cover those topics relevant to you, such as:

- Budgeting and cash flow, to help you understand the difference between good and bad debt, make sure you have enough assets set aside for emergencies and special opportunities, and, if needed, help you gain control over your spending.
- Tax planning, to identify the tax-saving approaches that apply to your situation.
- Record-keeping, to help you understand what financial documents you need to keep, what you can get rid of and how to protect yourself from identity theft.
- Retirement planning, to help you determine how much savings is needed, how to draw a retirement paycheck and how to get the most from your retirement years.
- Goal setting, to help you clarify and communicate your goals and then help you measure your progress toward them.

- Estate planning review, to evaluate with you the pertinent estate issues that impact your life and consider choices that you can then implement with your attorney.
- Investment Planning, to inventory your assets, develop asset allocation strategies and recommend investments.
- Insurance analysis, to determine how much coverage you need, what risks you can afford to self-insure, where you should buy your insurance, how much you should pay for it, and analyze employee benefits.
- Education planning, to identify sources of education funding and evaluate methods of saving for future education costs.

Renewal Years Ongoing Financial Planning - Generally two to four meetings per year, e-mail, and short phone consultations on an as-needed basis..

- Progress and review of goals.
- Investment review.
- Financial planning and/or any financial services as requested or needed by client.
- Unscheduled meeting: As life is unpredictable, we allow for one unscheduled meeting to address the needed topic.

Services will continue from year to year unless cancelled by either party. If a conflict of interest exists between the interests of EJA and the interests of the Client, the Client is under no obligation to act upon EJA's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through EJA.

THIRD PARTY MANAGERS

When deemed appropriate for the Client, we may recommend that Clients utilize the services of a Third Party Manager ("TPM") to manage a portion of, or your entire portfolio. All TPMs that we recommend must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an investment advisor representative of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM(s), we will monitor the performance of the TPM(s) to ensure their performance and investment style remains aligned with your investment goals and objectives.

In such circumstances, EJA receives solicitor fees from the TPM. We act as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. We help the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client. Ongoing services include but are not limited to:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update the TPM with any changes in Client status which is provided to EJA by the Client;
3. Review the statements provided by the TPM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

EJA will provide the TPM with any changes in Client status as provided to us by the Client and review the quarterly statements provided by the TPM. EJA will deliver the Form ADV

Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM. Clients placed with TPM will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives.

Agreements may not be assigned without written Client consent.

Wrap Fee Programs

EJA does not sponsor any wrap fee programs.

Client Assets under Management

As of December 31, 2020, EJA had approximately $200,000 assets under management on a non-discretionary basis.

Item 5: Fees and Compensation

Method of Compensation and Fee Schedule

<u>ASSET MANAGEMENT</u>

EJA offers non-discretionary direct asset management services to advisory Clients. EJA charges an annual investment advisory fee based on the total assets under management as follows:

Assets Under Management	Annual Fee	Quarterly Fee
First $0 - $500,000	1.0%	.25%
The next $500,001 - $1,000,000	0.8%	.20%
Amounts over $1,000,001	0.6%	.15%

The annual fee may be negotiable. Accounts within the same household may be combined for a reduced fee. Fees are billed quarterly in arrears based on an average daily balance of the account for the previous quarter. Additionally, this is a blended fee schedule, the asset management fee is calculated by applying different rates to different portions of the portfolio. EJA may group certain related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

The calculation for the average daily balance is based on the formula (A/D) x F.

A = the sum of the daily balances in the billing period

D = number of days in the billing period

F = quarterly management fee

For example (based on quarterly billing period): the first step taken using the average-daily-balance calculation method would be to take the average of the values of the Client's account over the course of the entire quarter. For instance 85 days at $1 million plus six days at $500,000 averages out to approximately $967,032. This account would be charged $2,184.06 for the quarter.

<u>AUM</u>	<u>Quarterly Fee</u>	<u>Total</u>
First $500,000	x .0025 =	$1,250
Next $467, 032	x .002 =	$934.06
Grand total for the quarter		$2,184.06

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. Clients may terminate advisory services with thirty (30) days written notice. For accounts opened or closed mid-billing period, unearned fees will be refunded to the Client. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

If EJA is authorized or permitted to deduct fees directly from the account by the custodian:

- EJA will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- EJA will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive quarterly statements directly from the custodian which disclose the fees deducted.

SEI Managed Account Solutions and SEI Mutual Fund Models Program

For the SEI Managed Account Solutions program EJA charges an annual investment advisory fee based on the total assets under management as follows:

Assets Under Management	EJA Annual Fee	EJA Quarterly Fee
Up to $1,000,000	1.00%	0.25%
Over $1,000,001	0.6%	0.15%

The annual fee may be negotiable.

SIMC's advisory fee schedule for MAS range from .10% to 1.25%. Certain Clients may receive a fee discount, at the sole discretion of SIMC. These fees may be higher or lower than those charged by other investment advisors for similar services. SIMC may pay a portion of this fee to the portfolio manager acting as the account's Overlay Manager or retain the fee itself if it is serving as the Overlay Manager.

To the extent a Client's assets in MAS are invested in SEI Funds, SIMC and its affiliates will earn fund-level fees on those assets, as set forth in the applicable Fund's prospectus but SIMC will offset the fees set forth above on MAS assets invested in any SEI Fund.

Fees for SEI Funds

Each SEI Fund pays an advisory fee to SIMC that is based on a percentage of the portfolio's average daily net assets, as described in the mutual fund's prospectus. From such amount, SIMC pays the sub-advisor(s) to the fund. SIMC's fund advisory fee varies, but it typically ranges from .10% - 1.50% of the portfolio's average daily net assets for its advisory services. Affiliates of SIMC provide administrative, distribution and transfer agency services to all of the portfolios within the SEI Funds, as described in the SEI Funds' registration statements. These fees and expenses are paid by the SEI Funds but ultimately are borne by each shareholder of the SEI Funds. If a Client invests in a model available through the Mutual Fund Models Program, the Client will be charged the expense ratios of each of the SEI Funds included in the applicable model. Clients may have the option to purchase certain SEI investment products, including the SEI Funds, that SIMC recommends through other brokers or agents not affiliated with SIMC. Clients may also pay custody fees to SEI Private Trust Company ("SPTC") when their assets are custodied at SPTC. These fees will vary depending on the account balance and trade activity in the account. Clients can refer to their account application for specific information on SPTC custody fees.

EJA receives compensation as a result of a Client's participation in SIMC's programs. For assisting Clients in selecting appropriate Mutual Fund Models, Managed Account Portfolios or Custom Portfolios in accordance with the terms of EJA's advisory agreement and, if applicable Triparty Agreement, with such Clients and providing on-going account services, EJA will receive a fee payable from the Client's Account assets. EJA's fee will be calculated quarterly on the Client's Account balance and payable quarterly in arrears net of any income, withholding or other taxes. EJA's fee is separate from and in addition to SIMC's Investment Management Fee described above. EJA's fee and SIMC's Investment Management fee will be deducted by SPTC directly from the Client's account. EJA does not have the ability to directly deduct their advisory fee from the client account.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation. For accounts closed mid-quarter, EJA will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1%. The annual fee is negotiable and charged as a percentage of the Included Assets. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, EJA shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of EJA for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. EJA does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, EJA will disclose this compensation, the services rendered, and the payer of compensation. EJA will offset the compensation against the fees agreed upon under the Agreement.

FINANCIAL PLANNING AND CONSULTING

EJA charges either an hourly fee or fixed fee for one-time financial planning. Prior to the planning process the Client will be provided an estimated plan fee. Services are completed and delivered inside of 60 days contingent upon timely delivery of all required documentation. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to EJA. EJA reserves the right to discount or waive the fee should the Client implement the plan through EJA.

HOURLY FEES

Financial Planning Services are offered based on an hourly fee of $250 per hour.

FIXED FEES

Financial Planning Services are offered based on a flat fee between $2,400 to $10,000.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

When EJA is providing ongoing financial consulting services, EJA charges a fixed fee of $2,400 to $10,000 based on the complexity of the plan. Prior to the planning process the Client will be provided an estimated plan fee. Services are ongoing until cancelled by either party. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to EJA. Payments will be received in 12 equal payments. The initial payment will be due at signing the agreement, subsequent payments will be charged the first business day of the month and payable within 10 days of receipt of invoice.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

THIRD PARTY MANAGERS

EJA has entered into an agreement to utilize the services of third-party money manager Symmetry Partners, LLC ("Symmetry") and receive a solicitor fee for soliciting Clients. The total fee will be billed by the TPM and the TPM will pay EJA their share of the total fee as outlined in their own solicitor agreement.

Structured Panoramic Model Portfolio Pricing			
Assets Under Management	Maximum Annual Advisory Fee	Symmetry	EJA Retention
$0 - $250,000	1.15%	0.15%	1.0%
$250,001 to $750,000	1.12%	0.12%	1.0%
$750,001 to $1,250,000	0.90%	0.10%	0.8%
$1,250,001 to $2,000,000	0.67%	0.07%	0.6%
$2,000,001 to 5,000,000	0.65%	0.05%	0.6%
$5,000,001 to $10,000,000	0.63%	0.03%	0.6%
$10,000,001 & above	0.60%	0.00%	0.6%

Symmetry Retirement Program			
Assets Under Management	Maximum Annual Advisory Fee	Symmetry	EJA Retention
First $1,000,000	0.85%	0.35%	0.5%
The next $2,000,000	0.72%	0.32%	0.4%
$3,000,001 & above	0.30%	0.30%	0.3%

This is a blended fee schedule, the asset management fee is calculated by applying different rates to different portions of the portfolio. EJA may group certain related Client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

For example, a Client with $3,500,000 under management in a Symmetry Retirement Program would pay $25,900 on an annual basis.

First $1,000,000 x .0085 = $8,500

Next $2,000,000 x .0072 = $14,400

Next $500,000 x .0060 = $3,000

EJA's fee may be negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

Advisory fees are charged quarterly in arrears. The initial fee under the Fee Schedule is calculated from the date of executed agreement to the end of the initial calendar quarter based on the agreed-upon asset deposits to be made in the Account(s). Subsequent fees will be determined for calendar quarter periods and shall be calculated on the basis of the market value of the Account(s) on the last business day of the previous quarter. Such fees shall become due and payable the first business day following the last day of each quarter.

In the event of termination, Symmetry will be due the prorated portion of the fee for the quarter of termination. This amount will be deducted from any refund otherwise due, and any remaining balance due will be deducted from the Account(s) upon termination. Transaction processing charges paid to Custodian are not subject to refund in the event of termination of this Agreement because they were incurred at the time the service was performed. All fees due under this Agreement at termination will be deducted from Client's Account(s) before assets are delivered from the Account(s).

Client Payment of Fees

Fees for asset management services are deducted from a designated Client account to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Fees for financial plans will be billed to the Client and paid directly to EJA. Client may pay the financial planning fee by check, credit card or deduction from a non-qualified account managed by EJA.

Fees for ERISA services will either be deducted from Plan assets or paid directly to EJA. The Client must consent in advance to direct debiting of their investment account.

Fees for asset management services provided by TPM are deducted from a designated Client account by TPM to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Additional Client Fees Charged

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling and miscellaneous fees.

For more details on the brokerage practices, see Item 12 of this brochure.

Prepayment of Client Fees

EJA does not require any prepayment of fees of more than $500 per Client and six months or more in advance.

Fees for ERISA 3(21) services may be billed in advance.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to EJA.

External Compensation for the Sale of Securities to Clients

Daniel E. Johnson receives external compensation for sales of investment related products such as insurance as a licensed insurance agent. From time to time, he will offer clients services from this activity. Approximately 10% of Daniel E. Johnson's compensation is from external compensation.

This represents a conflict of interest because it gives an incentive to recommend products based on the commission received. This conflict is mitigated by disclosures, procedures, and EJA's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any products or services. Clients have the option to purchase these products through another insurance agent of their choosing.

Item 6: Performance-Based Fees and Side-by-Side Management

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

EJA does not use a performance-based fee structure because of the conflict of interest. Performance-based compensation may create an incentive for EJA to recommend an investment that may carry a higher degree of risk to the Client.

Item 7: Types of Clients

Description

EJA generally provides investment advice to individuals, corporations or business entities.

Client relationships vary in scope and length of service.

Account Minimums

EJA does not require a minimum to open an account.

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

Methods of Analysis

Security analysis methods may include fundamental analysis, technical and charting analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Charting analysis strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

TPMs utilized by EJA may use various methods of analysis to determine the proper strategy for the Client referred and these will be disclosed in the TPM's Form ADV Part 2. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns. Other strategies utilized by TPMs may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

In developing a financial plan for a Client, EJA's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the Client's specific situation.

The main sources of information include financial newspapers and magazines, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

Investment Strategy

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 by providing written notice to EJA. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with EJA:

- *Market Risk*: The prices of securities in which Clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.
- *Interest-rate Risk*: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk*: When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk*: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk*: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

- *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.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the Client's portfolio may suffer.
- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the Client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- *Investment Companies Risk:* When a Client invests in open end mutual funds or ETFs, the Client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, which may be duplicative. In addition, the Client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which Client invests.
- *Trading risk*: Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.

All investment programs have certain risks that are borne by the investor.

The risks associated with utilizing TPM's include:

- Manager Risk
  - TPM fails to execute the stated investment strategy
- Business Risk
  - TPM has financial or regulatory problems

- The specific risks associated with the portfolios of the TPM's which is disclosed in the TPM's Form ADV Part 2.

Item 9: Disciplinary Information

Criminal or Civil Actions

EJA and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

EJA and its management have not been involved in administrative enforcement proceedings.

Self- Regulatory Organization Enforcement Proceedings

EJA and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of EJA or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer or Representative Registration

EJA is not registered as a broker-dealer and no affiliated representatives of EJA are registered representatives of a broker-dealer.

Futures or Commodity Registration

Neither EJA nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Daniel E. Johnson has a financial affiliated business as an independent insurance agent. Approximately 5% of his time is spent on this activity. He will offer Clients services from this activity. As an insurance agent, he may receive separate yet typical compensation.

This practice represents a conflict of interest because it gives an incentive to recommend products based on the commission amount received. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

Clients placed with TPM will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of EJA. EJA ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor. The fees charged to the client may be higher than they otherwise would be if the client obtained the services directly from the third party money manager.

These practices represent conflicts of interest because EJA is paid a Solicitor Fee for recommending the TPM and may choose to recommend a particular TPM based on the fee EJA is to receive. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPM given by EJA and have the option to receive investment advice through other money managers of their choosing.

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

Code of Ethics Description

The employees of EJA have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of EJA employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of EJA. The Code reflects EJA and its supervised persons' responsibility to act in the best interest of their Client.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

EJA's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of EJA may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

EJA's Code is based on the guiding principle that the interests of the Client are our top priority. EJA's officers, directors, advisors, and other employees have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either employees or the company.

The Code applies to "access" persons. "Access" persons are employees who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

EJA will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

EJA and its employees do not recommend to Clients securities in which we have a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

EJA and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide EJA with copies of their brokerage statements.

The Chief Compliance Officer of EJA is Daniel E. Johnson. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of the firm receive preferential treatment over employee transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

EJA does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, affiliated persons may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, affiliated persons are required to disclose all reportable securities transactions as well as provide EJA with copies of their brokerage statements.

The Chief Compliance Officer of EJA is Daniel E. Johnson. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

EJA recommends that Clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc.[1] ("Schwab"), a FINRA[2] registered broker-dealer and SIPC[3] member, to maintain custody of Clients' assets and to effect trades for their accounts. EJA is independently owned and operated and not affiliated with Schwab. EJA has evaluated Schwab and believes that it will provide our Clients with a blend of execution services, commission costs and professionalism that will assist our firm in meeting our fiduciary obligations to Clients.

Schwab provides EJA with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least $10 million of the adviser's Clients' assets are maintained in accounts at Charles Schwab & Co. These services are not contingent upon our firm committing to Schwab any specific amount of business (assets in custody or trading commissions). Schwab's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For our Client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Charles Schwab & Co. also makes available to EJA other products and services that benefit EJA but may not directly benefit our Clients' accounts. Many of these products and services

[1] For information regarding Schwab, please refer to their website: https://www.schwab.com/.
[2] FINRA is the largest independent regulator for all securities firms doing business in the United States. For more information, please refer to FINRA's website: http://www.finra.org/.
[3] For information regarding SIPC, please refer to their website: http://www.sipc.org/.

may be used to service all or some substantial number of our Client accounts, including accounts not maintained at Schwab.

Schwab's products and services that assist EJA in managing and administering our Clients' accounts include software and other technology that:

- provide access to Client account data (such as trade confirmations and account statements);
- facilitate trade execution and allocate aggregated trade orders for multiple Client accounts;
- provide research, pricing and other market data;
- facilitate payment of our fees from Clients' accounts; and
- assist with back-office functions, recordkeeping and Client reporting.

Charles Schwab & Co. also offers other services intended to help us manage and further develop our business enterprise. These services may include:

- compliance, legal and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants and insurance providers.

Schwab may make available, arrange and/or pay third-party vendors for the types of services rendered to EJA. Charles Schwab & Co. may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to our firm. Charles Schwab & Co. may also provide other benefits such as educational events or occasional business entertainment of our personnel. In evaluating whether to recommend or require that Clients custody their assets at Schwab, we may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors we consider and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

EJA reserves the right to decline acceptance of any Client account for which the Client directs the use of a broker other than Schwab if we believe that this choice would hinder our fiduciary duty to the Client and/or our ability to service the account. In directing the use of Schwab (or any other broker), it should be understood that EJA will not have authority to negotiate commissions or to necessarily obtain volume discounts, and best execution may not be achieved. In addition, a disparity in commission charges may exist between the commissions charged to the Client and those charged to other Clients (who may direct the use of another broker other than Schwab). Clients should note that, while EJA has a reasonable belief that Schwab is able to obtain best execution and competitive prices, our firm will not independently seek best execution price capability through other brokers.

- *Directed Brokerage*
  In circumstances where a Client directs EJA to use a certain broker-dealer, EJA still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: EJA's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals. The firm may be unable to achieve most favorable execution of client transactions, and this practice may cost clients more money.

- *Brokerage for Client Referrals*
  EJA does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.
- *Best Execution*
  Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. EJA does not receive any portion of the trading fees.
- *Soft Dollar Arrangements*
  The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by EJA from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. As permitted by Section 28(e) of the Securities Exchange Act of 1934, EJA receives economic benefits as a result of commissions generated from securities transactions by the broker-dealer from the accounts of EJA. These benefits include both proprietary research from the broker and other research written by third parties. EJA also receives a benefit because we do not have to produce or pay for the research, products or services. EJA may have an incentive to select or recommend a broker-dealer based on our interest in receiving the research or other products or services, rather than on our clients' interest in receiving most favorable execution.

  A conflict of interest exists when EJA receives soft dollars. This conflict is mitigated by the fact that EJA has a fiduciary responsibility to act in the best interest of its Clients and the services received are beneficial to all Clients.

Aggregating Securities Transactions for Client Accounts

EJA manages each account separately, and therefore, does not aggregate purchases and sales and other transactions. EJA believes that no two clients are the same, therefore, it is EJA's policy not aggregate trades as there is little demand for two or more clients to purchase the same security.

There is a potential disadvantage to clients when aggregate purchases are not used. When employing aggregate trades the client could potentially receive better prices. For instance, filling orders may be able to be obtained at a lower price. The drawback of aggregate trading is that every order may not be able to be filled.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

Account reviews are performed quarterly by the Chief Compliance Officer of EJA. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target bans of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities.

Financial plans are continued until cancelled by either party. Reviews will continue while Client is under contract with EJA.

Review of Client Accounts on Non-Periodic Basis

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

Content of Client Provided Reports and Frequency

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by the EJA's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

Item 14: Client Referrals and Other Compensation

Economic benefits provided to the Advisory Firm from External Sources and Conflicts of Interest

EJA receives a portion of the annual management fees collected by the TPM(s) to whom EJA refers Clients.

This situation creates a conflict of interest because EJA and/or its Investment Advisor Representative have an incentive to decide what TPMs to use because of the higher solicitor fees to be received by EJA. However, when referring Clients to a TPM, the Client's best interest will be the main determining factor of EJA.

As disclosed under Item 12 above, EJA receives an economic benefit from Schwab in the form of the support products and services it makes available to EJA and other independent investment advisors that have their Clients maintain accounts at Schwab. These products and services, how they benefit EJA, and the related conflicts of interest are described above (see Item 12 – Brokerage Practices). The availability to EJA of Schwab's products and services is not based on EJA giving particular investment advice, such as buying particular securities for our Clients.

Advisory Firm Payments for Client Referrals

EJA does not compensate for Client referrals.

Item 15: Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to any documentation or reports prepared by EJA.

EJA is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian on behalf of EJA.

If EJA is authorized or permitted to deduct fees directly from the account by the custodian:

- EJA will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- EJA will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive quarterly statements directly from the custodian which disclose the fees deducted.

Item 16: Investment Discretion

Discretionary Authority for Trading

EJA accepts non-discretionary authority to manage securities accounts on behalf of Clients. EJA will obtain prior Client approval before executing each transaction.

The Client approves the custodian to be used and the commission rates paid to the custodian. EJA does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

Item 17: Voting Client Securities

Proxy Votes

EJA does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, EJA may provide recommendations to the Client. If a conflict of interest exists, it will be disclosed.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided because EJA does not serve as a custodian for Client funds or securities and EJA does not require prepayment of fees of more than $500 per Client and six months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm’s Ability to Meet Commitments to Clients

EJA has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

EJA has not had any bankruptcy petitions in the last ten years.

Item 19: Requirements for State Registered Advisors

Principal Executive Officers and Management Persons

The education and business background for all management and supervised persons can be found in the Part 2B of this Brochure.

Outside Business Activities

The outside business activities for all management and supervised persons can be found in the Part 2B of this Brochure.

Performance Based Fee Description

Neither EJA nor its management receive performance based fees. Please see Item 6 of the ADV 2A for more information.

Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons

A. Neither EJA nor its management have been involved 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;
    5. Dishonest, unfair or unethical practices.

B. Neither EJA nor its management have been 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;
    5. Dishonest, unfair or unethical practices.

Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities

There are no material relationships with issuers of securities to disclose.

ITEM 1 COVER PAGE

SUPERVISED PERSON BROCHURE

FORM ADV PART 2B

Daniel E. Johnson

Emerson James Advisors, LLC

Mailing Address:
PO Box 40
Manchester, MD 21102

Tel: 443-353-9811

dan@emersonjamesadvisors.com

This brochure supplement provides information about Daniel E. Johnson and supplements the Emerson James Advisors, LLC brochure. You should have received a copy of that brochure. Please contact Daniel E. Johnson if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Daniel E. Johnson (CRD #5297027) is available on the SEC's website at www.adviserinfo.sec.gov.

FEBRUARY 3, 2021

Brochure Supplement (Part 2B of Form ADV)

Supervised Person Brochure

Principal Executive Officer – Daniel E. Johnson

- Year of birth: 1985

Item 2 - Educational Background and Business Experience

Educational Background:

- Salisbury University; Bachelor of Science in Finance; 2007

Business Experience:

- Emerson James Advisors, LLC; Managing Member/Investment Advisor Representative; 10/2020 – Present
- Daniel J. Johnson, Sole Proprietor; Insurance Agent; 10/2020 – Present
- ON Investment Management CO; Investment Advisor Representative; 05/2017 – 10/2020
- The O.N. Equity Sales Company; Registered Representative; 10/2017 – 07/2020
- Ohio National Financial Services; Agent; 06/2016 – 10/2020
- MML Investor Services, LLC; Registered Representative; 02/2008 – 01/2017
- MassMutual Life Insurance Company; Insurance Agent; 12/2007 – 01/2017
- Thompson Financial Group LLC; Financial Services Professional; 07/2007 – 01/2017

Item 3 - Disciplinary Information

A. Daniel E. Johnson has never been involved in a criminal or civil action in a domestic, foreign or military court of competent jurisdiction for which he:

1. Was convicted of, or pled guilty or nolo contender ("no contest") to (a) any felony; (b) misdemeanor that involved investments or an investment-related business, fraud, false statement or omissions, wrongful taking of property, bribery, perjury, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. Is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
3. Was found to have been involved in a violation of an investment-related statute or regulation; or
4. Was the subject of any order, judgement or decree permanently or temporarily enjoining, or otherwise limiting, him from engaging in any investment related activity, or from violating any investment-related statute, rule, or order.

B. Daniel E. Johnson never had an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which he:

1. Was found to have caused an investment-related business to lose its authorization to do business; or the subject of an order by the agency or authority;

2. Was found to have been involved in a violation of an investment-related statute or regulation or was the subject of an order by the agency or authority

   (a)denying, suspending or revoking the authorization of the supervised person to act in an investment-related business; (b) barring or suspending his association with an investment-related business; (c) otherwise significantly limiting his investment-related activities; or (d) imposing a civil money penalty of more than $2,500 on him.

C. Daniel E. Johnson has never been the subject of a self-regulatory organization (SRO) proceeding in which he:

   1. Was found to have caused an investment-related business to lose its authorization to do business; or

   2. Was found to have been involved in a violation of the SRO's rules and was: (a) barred or suspended from membership or from association with other members, or was expelled from membership; (b) otherwise significantly limited from investment-related activities; or (c) fined more than $2,500.

D. Daniel E. Johnson has not been involved in Any other hearing or formal adjudication in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct.

Item 4 - Other Business Activities

Daniel E. Johnson has a financial affiliated business as an independent insurance agent. Approximately 5% of his time is spent on this activity. He will offer Clients services from this activity. As an insurance agent, he may receive separate yet typical compensation.

This practice represents a conflict of interest because it gives an incentive to recommend products based on the commission amount received. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

Item 5 - Additional Compensation

Daniel E. Johnson receives commissions on the insurance he sells. He does not receive any performance-based fees.

Item 6 - Supervision

Since Daniel E. Johnson is the sole owner and investment adviser representative of EJA he is solely responsible for all supervision and formulation and monitoring of investment advice offered to Clients. He will adhere to the policies and procedures as described in the firm's Compliance Manual. He can be reached at Dan@emersonjamesadvisors.com or 443-353-9811.

Item 7 - Requirements for State-Registered Advisors

A. Daniel E. Johnson has not been involved in any of the following:

   1. An arbitration claim alleging damages in excess of $2,500 involving any of the following:

      a) An investment or an investment-related business or activity;

      b) Fraud, false statement(s) or omissions;

c) Theft, embezzlement or other wrongful taking of property;

d) Bribery, forgery, counterfeiting, or extortion;

e) Dishonest, unfair or unethical practices.

2. Been found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:

   a) An investment or an investment-related business or activity;

   b) Fraud, false statement(s) or omissions;

   c) Theft, embezzlement or other wrongful taking of property;

   d) Bribery, forgery, counterfeiting, or extortion;

   e) Dishonest, unfair or unethical practices.

B. Daniel E. Johnson has never been the subject of a bankruptcy petition.