

STATE OF NEVADA
OFFICE OF THE SECRETARY OF STATE
SECURITIES DIVISION
555 EAST WASHINGTON AVE., SUITE 5200
LAS VEGAS, NEVADA 89101

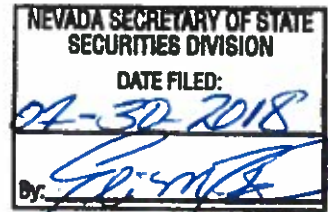
In the Matter of:

**STERLING WEALTH MANAGEMENT,
LLC, CRD No. 283916; and SCOTT
GARDNER, CRD No. 6720246,**

Respondents.

ADMINISTRATIVE CONSENT ORDER

File No. IA-2345



**TO: Sterling Wealth Management, LLC
c/o Scott Gardner, Chief Compliance Officer
9516 W. Flamingo Road
Las Vegas, NV 89147**

**Scott Gardner
9516 W. Flamingo Road
Las Vegas, NV 89147**

WHEREAS, Sterling Wealth Management, LLC, CRD No. 283916 ("Sterling"), has a pending application with the Securities Division of the Office of the Secretary of State ("Division") to be licensed as an investment adviser in Nevada;

WHEREAS, Scott Gardner, CRD No. 6720246 ("Gardner"), has a pending application with the Division to be licensed as the sole representative of an investment adviser for Sterling;

WHEREAS, during the application process, including an interview with Gardner, the Division concluded that the licensing of Respondents should be subject to the limitations contained herein;

WHEREAS, as a condition to licensing, and for the purpose of approving Sterling's application to be licensed as an investment adviser and Gardner's application to be licensed as a representative of an investment adviser, Respondents consent to the entry of this Administrative Consent Order ("Order"); and

WHEREAS, Respondents elect to permanently and expressly waive any right to a hearing and appeal under the Nevada Uniform Securities Act ("Act"), codified at Chapter 90 of

1 the Nevada Revised Statutes ("NRS"), and/or to seek judicial review under the Nevada
2 Administrative Procedures Act, NRS Chapter 233B, with respect to this Order.

3 **NOW THEREFORE**, the Administrator of the Division, pursuant to the Act, hereby
4 enters this Order:

5 **I.**

6 **FINDINGS OF FACTS**

7 1. On or about November 14, 2016, Sterling applied to be licensed as an investment
8 adviser.

9 2. On or about March 31, 2017, Gardner applied to be licensed as a representative of
10 an investment adviser. Gardner passed the required Uniform Investment Adviser Law
11 Examination, commonly known as the Series 65, on December 7, 2017.

12 3. Limiting the licensing of Respondents is appropriate pursuant to NRS 90.420(1)
13 due to the fact that Gardner has no prior experience as a representative of an investment adviser
14 and Sterling's initial application contained inconsistencies which reflected a lack of
15 understanding of regulatory compliance issues.

16 4. Gardner has represented to the Division that neither Sterling nor he has provided
17 investment advisory services prior to being properly licensed.

18 5. The Division has proposed a supervision agreement as contained herein requiring
19 the engagement of an outside compliance firm as a condition to Sterling's licensing as an
20 investment adviser and Gardner's licensing as a representative of an investment adviser, to which
21 Respondents have agreed.

22 **II.**

23 **CONCLUSIONS OF LAW**

24 1. The Division has jurisdiction over this matter pursuant to the Act, which authorizes
25 the Division to regulate any person acting as an investment adviser or a representative of an
26 investment adviser in Nevada. Specifically, NRS 90.420 allows the Division, through its
27 Administrator, to limit the activities that an applicant for licensing as an investment adviser or a
28 representative of an investment adviser may perform.

2. Limiting the activities of Respondents as set forth below is appropriate and in the public interest.

III.

ORDER

Finding the following appropriate and in the public interest, and on the basis of the Findings of Fact, Conclusions of Law, and Respondents' consent to the entry of this Order,

IT IS HEREBY ORDERED that Sterling's license as an investment adviser and Gardner's license as a representative of an investment adviser is limited and conditioned on the following terms and conditions:

1. This Order will be effective until the Administrator finds good cause to withdraw this Order after Respondents' written request ("Supervisory Period"), which request shall not be made for at least a period of twenty-four (24) months following the date of Respondents' licensing approval.

2. At all times during the Supervisory Period, Respondents will hire and maintain an outside compliance consulting firm, which will initially be Thornton & Associates ("Compliance Firm"), who will provide the following consulting services to Respondents:

- a. monthly reviews of transaction blotters;
- b. real time reviews of each new account opened;
- c. review of Sterling's monthly financial statements and bank statements;
- d. review of correspondence and advertising; and
- e. on-site inspections of Sterling's place of business approximately every six (6) months.

3. The engagement with the Compliance Firm shall require such firm to prepare and submit to the Division within ten (10) business days after the end of each calendar month a written report describing the Compliance Firm's reviews and any issues noted.

4. The engagement with the Compliance Firm shall require such firm to provide written notice to the Division no later than ten (10) business days prior to termination of such engagement. If the engagement with the Compliance Firm terminates, the Division may

1 summarily suspend Respondents' licenses unless Respondents engage a successor Compliance
2 Firm acceptable to the Division to perform the consulting services required by the Order.

3 5. Respondents shall provide the Division with copies any written customer
4 complaints within ten (10) business days of receipt along with an explanation of the facts and
5 circumstances surrounding such complaints (including Respondents' position in response
6 thereto) should Respondents choose to provide such explanation. The Administrator may
7 summarily suspend Respondents' licenses after receiving notice of a customer complaint and
8 considering Respondents' explanation, if provided by Respondents.

9 6. Respondents are prohibited from having custody any client's funds or securities
10 as custody is defined in 17 C.F.R. 275.206(4)-2(d)(2), provided, however, that: (1) a fee
11 deduction in compliance with all applicable rules and regulations shall not be deemed custody
12 for purposes of this Order; and (2) to the extent that Respondents accept deposits for its real
13 estate clients that are also investment advisory clients, Respondents shall comply with the net
14 capital or tangible net worth requirements and provide the required the certificate of accountant
15 performing the surprise examination pursuant to NAC 90.390.

16 7. Any notice or report required to be sent to the Division pursuant to the terms of
17 this Order should be sent to:

18 Bonnie Moore
19 Chief Investigator, Compliance/Audit
20 Nevada Secretary of State
21 Securities Division
22 555 E Washington Avenue, Suite 5200
23 Las Vegas, NV 89101
24
25
26
27
28

1 8. This Order shall be effective as of the date on which it is signed by the
2 Administrator as set forth below.

3 DATED this 20th day of July 2018.

4
5 **BY ORDER OF THE ADMINISTRATOR**
6 Securities Division, Office of the Secretary of State

7
8 
9 DIANA J. FOLEY
10 Securities Administrator

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

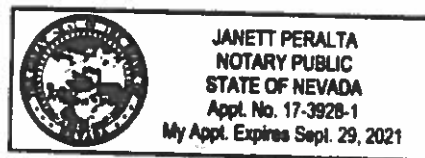
Scott Gardner specifically acknowledges that a violation of this Order may constitute a grounds for taking additional regulatory action.

Scott Gardner represents that no promise of any kind or nature, other than the consideration set forth in this Order, was made to him to induce him to enter into this Order and that he has entered into this Order voluntarily.



Scott Gardner

Janett Peralta
Notary Public, in and for the
County of Clark, State of Nevada



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5

6
7

8
9
10

11
12
13

14
15

17

18
19
20

21

22

23

24



Letter of Engagement

This Letter of Engagement ("Agreement") acknowledges that Sterling Wealth Management ("SWM") has engaged Thornton & Associates, LLC ("TAA") as a provider of securities compliance and consulting services. SWM and TAA shall sometimes be referred to individually as the "Party" or collectively as the "Parties."

1. Engagement. In connection with the proposed Engagement, TAA will provide general compliance consulting services as SWM shall reasonably request including:

- A monthly review of SWM's transaction blotters ✓
- A real time review of each new account SWM opens ✓
- Review of SWM's monthly financial statements and bank statements ✓
- Review of correspondence and advertising ✓
- An onsite review of SWM's business location every 6 months ✓
- Within 10 business days after each calendar month, prepare and submit a written report describing the reviews TAA conducted and any issues noted to the Nevada State Regulators as well as SWM. ✓

2. Compensation. SWM agrees to pay TAA the following fees by credit card, personal check, money order, or cashier's check, and made payable to TAA:

- (i) SWM will be charged a monthly fee of \$650.00 for the services detailed in Section 1. Each monthly installment shall be billed and due at the beginning of each calendar month. TAA will process an ACH or other mutually acceptable electronic transfer for the total amount due from the Firm's checking account on or after the 10th calendar day of each month.
- (ii) TAA fees are for the services detailed in this Agreement and are exclusive of any and all Securities and Exchange Commission ("SEC"), state, vendor and/or other fees associated with SWM's business.
- (iii) Any services that are extended on behalf of SWM upon SWM's request outside of the scope of the services described in Section 1 will be billed on an hourly basis at our standard rate of \$250.00 per hour, which shall be subject to increase upon 30- days prior written notice from TAA. TAA shall seek written approval (via email is acceptable) from SWM prior to engaging in such activities.
- (iv) In the event SWM fails to pay any amount where due, TAA reserves the right to postpone or defer providing additional services at its sole discretion and without notice, unless and until the current outstanding balance is paid. Any delays, lapse of application by regulatory bodies, loss of fees, loss of income, loss of business opportunity, penalties, fines, assessments, charges, and/or legal or regulatory actions as a result of SWM's failure to promptly pay bills shall be the sole responsibility of

SWM. SWM agrees to hold TAA and any of its partners, associates, any affiliates, agents and/or employees harmless for any delays, lapse of application by regulatory bodies, loss of fees, loss income, loss of business opportunity, penalties, fines, assessments, charges, and/or, legal or regulatory actions as a result of SWM's failure to promptly pay such payments to TAA.

3. Reimbursement of Expenses. The following are the terms and conditions for reimbursement by SWM to TAA for expenses and fees incurred as part of this Agreement. Any and all expenses above \$250.00 in any one calendar month must have prior written approval from "SWM."

- (i) Mileage charges at the then current IRS rate.
- (ii) Any and all airfare, lodging, and other travel expenses incurred by TAA in performing its obligations under this Agreement.
- (iii) Postage charges incurred as part of this Agreement.
- (iv) SWM agrees to pay TAA the full amount of any invoice within 30 days of receipt. Any unpaid balances outstanding past 30 days of receipt of any invoice shall incur a 1.5% per month service charge. Service charge shall be applied upon the first day that the invoiced fees are past due and every 30 days thereafter until the full amount is paid.
- (v) Any and all fees, penalties, charges and/or surcharges associated with the return of a check(s) issued by SWM to TAA for payment(s) detailed in Section 1(i), (ii), (iii), (iv), (v) and (vi) or for any other payment(s) of an invoice(s) associated with professional consultative services provided by TAA.

4. Collection of Payment. If at any time during or after the termination of this Agreement, SWM's obligation to pay any and all fees and expenses due to TAA remains outstanding, TAA, at its sole discretion and at any time, may seek the assistance of any collection agency or any other entity to collect the outstanding fees and expenses. If SWM fails to pay any and all fees and expenses due to TAA and TAA seeks collection of the outstanding fees and expenses, SWM hereby agrees to pay any and all costs, expenses, and attorneys' fees paid or incurred by TAA in connection with the collection.

5. Term and Termination; Survival. The term of this Agreement shall commence, on the date hereof and shall terminate in 25 months from the commencement date. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party a written notice 30 days prior to the termination date. SWM and TAA understand and agree that TAA will send written notification of the termination of the agreement to the Nevada Securities Regulators who maintain regulatory jurisdiction over SWM. TAA and SWM agree to pay all fees due and refund all unused portions of retainer fees paid within five business days of the termination date. Termination of this Agreement shall not affect: (i) any compensation earned by TAA up to the effective date of termination, (ii) reimbursement of expenses incurred by TAA up to the date of termination (iii) the provisions of Sections 10, 12, and 13, all of which shall remain operative and in full force and effect after termination of this Agreement.

6. Representations and Warranties of SWM. SWM represents, warrants, and covenants that:
- (i) SWM is in good corporate standing and has the corporate power to enter into this Agreement and to carry out its business.
 - (ii) There is no litigation or governmental proceeding pending or, threatened against, or involving the properties or business of SWM which has not been disclosed to TAA.
 - (iii) Neither this Agreement nor the information supplied by SWM to TAA contain any untrue statement of a material fact or omits to state any material fact. All statements of material facts are accurate and complete in all material respects. SWM will not use TAA's reports to marketing purposes.
7. General Disclaimers. TAA is not an accounting firm nor do any of its directors, employees or agents hold themselves out as Certified Public Accountants or accountants in any other capacity certified or not. Therefore, neither TAA nor its directors, employees or agents are qualified to, and shall not, audit or provide any opinion as to the accuracy or sufficiency of any financial statements, reports or books and records. Additionally, TAA is not a law firm and its directors, employees or agents do not hold themselves out as and are not licensed to provide any legal opinion, offer any legal advice or perform/render any legal services of any kind on behalf of SWM. As such, an Attorney-Client Privilege or any other like confidentialities, aside from those referred to as Confidential Information in this Agreement, does not exist between TAA and SWM.
8. Records. Any records, manuals, guidelines, documents, programs or other work product provided by TAA in the course of this Agreement to SWM shall not be resold, disclosed, transferred, transmitted or otherwise provided to any other person or entity without the express written consent of TAA; provided, however, that these restrictions shall not apply to SWM's communications or filings (i) with governmental authorities or SRO (as defined in Section 17), as necessary or appropriate in connection with SWM's activities, or (ii) in legal proceedings (including arbitrations and mediations) in connection with SWM's exercise of rights or remedies or defense against claims or assertions by adverse parties.
9. General Indemnification. SWM agrees to indemnify and hold harmless TAA and its respective affiliates, directors, management, officers, agents, employees, attorneys, subcontractors, independent contractors, or related parties (collectively the "Indemnified Persons"), from and against any losses, claims, damages, liabilities or expenses (or actions, including shareholder actions, in respect thereof) related to or arising out of this Agreement, TAA's relationship with SWM, any misrepresentation or omission of material information by SWM, or in other way connected to SWM, and will reimburse the Indemnified Persons for all expenses (including out-of-pocket expenses and attorneys', accountants' and expert witness' fees and expenses) as they are incurred by the Indemnified Persons in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation in which any Indemnified Person is a party; provided, however, that the foregoing obligations shall not apply in respect of any breach by TAA of this Agreement or violation by TAA of any law or other governmental requirement. SWM also agrees that none of the indemnified Persons shall have any liability to SWM for, or in

connection with, the services or matters pertaining to this Agreement except for any such liability for losses, claims, damages, liabilities or expenses incurred by SWM that result from TAA's willful misconduct or bad faith. If the foregoing indemnity is unavailable or insufficient to hold the Indemnified Persons harmless, then SWM shall contribute to the amount paid or payable by the Indemnified Persons, in respect of the indemnified Persons, for losses, claims, damages, liabilities, or expenses in such proportion as appropriately reflects the relative benefits received by, and fault of, SWM, on the one hand and the Indemnified Persons, on the other, in connection with the matters as to which such losses, claims, damages, liabilities or expenses relate and taking into account all other equitable considerations; provided, however, SWM agrees that the aggregate contribution of all Indemnified Persons shall in all cases be not more than the amount of fees actually received by TAA for its services. It is hereby further agreed that the relative benefits to SWM on the one hand and the Indemnified Persons on the other with respect to any transaction contemplated by this Agreement shall be deemed to be in the same proportion as the total value of the transaction bears to the fees actually paid to TAA with respect to such transaction. The foregoing indemnification rights shall be in addition to any rights that any Indemnified Person may have at common law or otherwise. SWM hereby consents to personal jurisdiction and service and venue in any court in which any claim which is subject to this Agreement is brought against any Indemnified Person. If any action, proceeding, or investigation is commenced as to which an Indemnified Person demands and is entitled to indemnification, the Indemnified Person shall have the right to retain counsel of its own choice to represent it, SWM shall pay the reasonable fees and expenses of such counsel. If SWM, within a reasonable time after notice, fails to take appropriate steps to settle or defend any claim, demand, or other matter to which this Section applies, the Indemnified Persons shall, upon written notice to SWM, have the right, but not the obligation, to undertake such settlement or defense and to compromise or settle the claim, demand, or other matter on behalf, for the account, and at the risk, of SWM. The rights and obligations of the Parties under this Section shall be binding upon and inure to the benefit of any successors, assigns, and heirs of the Parties.

10. Access to Information. In connection with this Agreement, SWM will furnish TAA with all relevant information and data regarding the general securities business, operations, properties, financial condition, and prospects of SWM ("Information") which TAA deems appropriate and will provide TAA with access to SWM's officers, directors, employees, independent accountants, and legal counsel (subject, however, to SWM's (i) attorney-client privilege, which SWM need not waive, and (ii) prior approval of any legal fees that would be incurred). SWM represents and warrants that, to SWM's knowledge, all Information made available to TAA by, or on behalf of, SWM will, at all times during the term of this Agreement hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances under which such statements are made. SWM further represents and warrants that any projections provided by, or on behalf of, it to TAA will have been prepared in good faith and will be based upon assumptions which, in light of the circumstances under which they are made, are reasonable. Subject to the foregoing, during the term of this Agreement, SWM shall notify TAA of (i) any material changes in the business; (ii) any material events or developments relating to the business operations and promptly make available for TAA to review any relevant applications or filings made by SWM with any federal, state,

self-regulatory organization or other regulatory agency. SWM acknowledges and agrees that, in rendering its services hereunder, TAA will be using and relying on the Information without independent verification thereof by TAA or independent appraisal by TAA of any of SWM's assets. TAA does not assume responsibility regarding SWM or any other party. Any advice rendered by TAA pursuant to this Agreement may not be disclosed publicly without TAA's prior written consent.

11. Privileged Information. Notwithstanding any language to the contrary, if TAA is engaged by SWM to provide services SWM's consultant and/or advisor where TAA will have access to certain attorney-client privileged information ("Privileged Information") in connection with the services to be rendered by TAA hereunder, and on which its work product or services to be rendered may be based, and thus, deemed, in whole or in part, to constitute Privileged Information, SWM shall give prompt written notice to TAA of the nature of such Privileged Information. Upon such written notification, TAA will promptly inform its officers, directors, management, employees, subcontractors, and/or other parties working with or for TAA of the nature of the Privileged Information, and will take any and all reasonable measures to uphold and preserve the confidentiality of such Privileged Information. TAA will perform all services and provide all products under the confidentiality of the attorney-client privilege ("Privilege") and will immediately notify SWM if it receives any judicial or regulatory requests, demands, or subpoenas for any information deemed by SWM and/or TAA to be protected by the Privilege prior to disclosing any such information to such authority. Should, however, a judicial body, arbitrator or regulatory agency find that the Privilege does not, in fact or in law, exist, then TAA shall not be bound to or be held liable under this Section for any disclosures of any Privileged Information TAA is or will be required to make under any judicial or regulatory order or mandate. If SWM chooses to contest any judicial or regulatory ruling that the Privilege does not exist for any of the services or products provided by TAA, it must immediately notify TAA in writing of its intent to do so. Furthermore, SWM agrees to assume all legal and financial responsibilities and obligation for itself and TAA in the defense of the Privilege, including any and all damages, costs and expenses resulting there from, and will indemnify and hold harmless any Indemnified Persons from any and all claims, causes of action, suit, or proceeding brought or to be brought against any Indemnified Party where, at any time, the Indemnified Party is or will be legally required to divulge and/or furnish any Privileged Information pursuant to any judicial or regulatory order.
12. Confidential Information. The Parties acknowledge and agree that in the course of the discharge of their duties hereunder, the Parties shall have access to and become acquainted with information concerning the operation and processes of each other, including without limitation, financial, personnel and other information that is owned by that Party, is regularly used in the operation of its business, and is not known to others in their respective industries ("Confidential Information"). The Parties specifically agree that they shall not misuse, misappropriate or disclose any such Confidential Information, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of their duties hereunder. Both Parties shall take all reasonable measures to maintain strict confidentiality of any and all of the other Party's Confidential Information.

13. DISCLAIMER OF WARRANTY. TAA MAKES NO WARRANTY AND/OR GUARANTEE OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY INFORMATION, SERVICES OR MATERIALS PROVIDED OR MADE AVAILABLE BY TAA HEREUNDER. TAA HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND/OR GUARANTEES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND/OR GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, TAA MAKES NO WARRANTY AND/OR GUARANTEE AS TO THE LIKELIHOOD OF APPROVAL, ENDORSEMENT, ACCEPTANCE AGREEMENT AND/OR CONCURRENCE OF THE CONTRACTED SERVICES BY THE SECURITIES AND EXCHANGE COMMISSION ("SEC"), FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"), ANY STATE REGULATORY AGENCIES AND/OR SELF-REGULATORY ORGANIZATIONS.
14. Arbitration. As a material part of this Agreement, TAA and SWM will agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, this relationship hereunder, or the services performed hereunder, will be determined exclusively by a confidential, final and binding arbitration, in accordance with the existing rules for commercial arbitration of the American Arbitration Association, in Los Angeles County, California. Disputes, claims, or controversies subject to final and binding arbitration under this Agreement include, without limitation, all those that otherwise could be tried in court to a judge or jury in the absence of this Agreement. Such disputes or claims and controversies include, without limitation, claims for professional malpractice disputes over the quality of services, claims relating to or arising out of SWM's or TAA's performance under this Agreement, and disputes over fees or other charges, costs or expenses, and any other claims arising out of any alleged act or omission by SWM or by TAA. By agreeing to submit all such disputes, claims and controversies to binding arbitration, TAA and SWM expressly waive any rights to have such matters heard or tried in court before a judge or jury or in any tribunal. Any award will be final, binding and conclusive upon the Parties, subject only to judicial review provided by statute, and a judgment rendered on the arbitration award can be entered in any state or federal court having jurisdiction thereof. Any fees and costs related to or arising from such arbitration of the Parties pursuant to this Section shall be the sole responsibility of SWM.
15. Contractor Relationship. TAA's relationship with SWM during the term of this Agreement shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. Neither Party shall be the agent of the other Party nor have any authority, express or implied, to assume or create any obligations, responsibility, or liability on behalf of the other Party or to bind the other Party in any way whatsoever. Each Party shall conduct its business in its own name and be solely responsible for its acts, conduct and expenses, and the acts, conduct and expenses of its employees and agents. Each Party agrees that it is not entitled to the rights or benefits afforded to the other Party's employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Each Party shall be responsible for providing any disability, unemployment insurance, workers' compensation insurance, training, permits, and licenses as may be required for the Party's employees or any other party.

16. Use of Name. SWM shall not use the name of TAA or of any of TAA's divisions or affiliates in any promotional material, press release or other written or oral communication 'without the express written consent of TAA; provided, however, that these restrictions shall not apply to SWM's communications or filings (i) with governmental authorities or SRO (as defined in Section 17), as necessary or appropriate in connection with SWM's activities, or (ii) in legal proceedings (including arbitrations and mediations) in connection with SWM's exercise of rights or remedies or defense against claims or assertions by adverse parties.
17. Limitation of Scope of Service. TAA is a securities compliance consulting firm whose clients are SEC, FINRA and/or Self Regulatory Organization(s) (SRO) registered. securities brokers, securities dealers, registered and non-registered persons of securities brokers or dealers and investment advisors registered with the SEC or an individual state. Pursuant to this Agreement, TAA shall only provide and perform services for SWM as a management consultant regarding SEC, FINRA and SRO operational compliance rules and regulations ("Consulting Services").
18. Amendment. No modification of or amendment to this Agreement shall be valid unless the modification or amendment is in writing and is signed by both Parties. The failure or delay of a Party at any time to require performance of any provision of this Agreement or to exercise its rights with respect to any provision of this Agreement shall in no manner operate as a waiver of the right, or affect such Party's right at a later time to enforce this Agreement.
19. Non-Assignability. This Agreement is not assignable, in whole or part, without prior written consent of both Parties.
20. Independent Counsel. The Parties hereby acknowledge and agree that they have had the opportunity to have this Agreement reviewed by their own independent counsel and therefore agree that this Agreement shall be deemed to have been jointly drafted and shall not be construed in favor of or against either Party.
21. Governing Law. The validity and interpretation of this Agreement shall be governed by the law of the State of California applicable to agreements made and to be fully performed therein.
22. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
23. Subcontractors. At its discretion, TAA may use the personnel, resources, products, services and/or intellectual property of other person(s) and/or entities (collectively referred to as Subcontractor) in completing this Engagement or providing products and services to SWM. In such cases an Addendum to this Engagement, detailing the indemnifications of SWM to the Subcontractor, may be included for execution by SWM.
24. Notice. All notices which may or are required to be given or made by either Party shall be in writing. All such notices shall be sent by facsimile or certified letter, return receipt requested. Notice by

facsimile shall be deemed received when sent. Notice by mail shall be deemed received within seven days after the notice is sent. Notice shall be sent to the Parties as follows:


If to TAA: Thornton & Associates, LLC
Attn: Steven L. Thornton
3452 E. Foothill Blvd, Suite 800
Pasadena, CA 91107
Tel: (626) 356-0200
Fax: (626) 356-0203
Email: steve@thorntonandassociates.com

If to Firm: Sterling Wealth Management
Mr. Scott Gardner
9516 W. Flamingo Road, Suite 205
Las Vegas, Nevada 89147
Tel: (702) 228-0500
Fax: (702) 933-9050
Email: scott@sterlingwealth.net

IN WITNESS WHEREOF, the Parties to this Agreement accept and approve of the forgoing Agreement in its entirety, agree to be bound to the terms and conditions of this Agreement and have duly executed it on the day and year written below:

Very Truly Yours,

THORNTON & ASSOCIATES, LLC



Steven L. Thornton
President

ACCEPTED AND AGREED TO:

This 12th day of July 2018



Scott D. Gardner
President