Item 1: Cover Page

LifePath Financial Advisors

Your Vision | Our Guidance

LifePath Financial Advisors, PBC

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Lafayette, CO 80026
https://www.lifepathfa.com

Form ADV Part 2A – Firm Brochure

(303) 351-1434

Dated July 2020

This Brochure provides information about the qualifications and business practices of LifePath Financial Advisors, PBC, "LPFA". If you have any questions about the contents of this Brochure, please contact us at (303) 351-1434. 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.

LifePath Financial Advisors, PBC is registered as an Investment Adviser with the State of Colorado. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about LPFA is available on the SEC's website at www.adviserinfo.sec.gov, which can be found using the firm's identification number, 305469.

Item 2: Material Changes

Our Form ADV Part 2A describes the investment advisory services we provide to our clients, as well as any conflicts of interest or other business practices that are inherent to your relationship with our firm. We are required to provide this brochure to you on an annual basis. For your convenience, enclosed is our current brochure, dated July 2020. You may also find the brochure online, along with additional information about our firm, by visiting adviserinfo.sec.gov and entering our firm IARD Number 305469.

1. Updated the firm phone number to: (303) 351-1434
2. Item 4: Updated Types of Advisory Services to include tax preparation and employee benefit plan services
3. Item 12: Updated The Custodian and Brokers We Use to add Betterment for Advisors
4. Item 14: Updated Client Referrals and Other Compensation to include Betterment for Advisors
5. Item 5: Updated fee schedules to include negotiability in certain cases and the following rates:
    a. Assets under management fee:

Account Value	Upfront Fee	+ Annual Advisory Fee
$0 - $1,500,000	2 x $650	0.95%
$1,500,001 +	2 x $500	0.75%

    b. Monthly retainer for Ongoing Financial Planning:

Household Type	Upfront Fee	+ Subsequent Monthly Advisory Fee
Individuals	2 x $500	$250
Couples	2 x 650	$325

    c. Recurring Financial Planning fee:

Household Type	Upfront Fee	+ Subsequent Quarterly Advisory Fee
Individuals	2 x $500	$250
Couples	2 x 650	$325

    d. Standalone plan plus as needed hourly support:

Upfront Fee	+ Subsequent Hourly Fee
2 x $1,250	$250

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Item 4: Advisory Business

Description of Advisory Firm

LifePath Financial Advisors, PBC is registered as an Investment Adviser with the State of Colorado. We first became licensed as an investment adviser in October 2019. Erica Michelle Blake is the Founder, CCO, and principal owner of LPFA. LPFA currently reports no discretionary or non-discretionary Assets Under Management. Assets Under Management were calculated as of December 2019.

Types of Advisory Services

Investment Management Services

We manage individually tailored investment portfolios and our firm provides continuous advice to a Client regarding the investment of Client funds based on the individual needs of the Client. A Client subscribing to investment management services will have the opportunity to meet with an advisor at least quarterly. Additional calls and updates will be available as needed due to changes in life circumstances and market conditions.

Through financial planning and personal discussions in which goals and objectives based on a Client's particular circumstances are established, we develop a Client's personal investment policy or an investment plan with an asset allocation target and create and manage a portfolio based on that policy and allocation targets. We will also review and discuss a Client's prior investment history, as well as family composition and background.

We require clients to provide us with discretionary trading authority. This means that we will not require the client's authorization each time we buy or sell securities for the client in their managed accounts. We will obtain discretionary trading authority as part of the clients advisory client agreement.

Account supervision is guided by the stated objectives of the Client (e.g., maximum capital appreciation, growth, income, or growth, and income), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.

Initial Financial Plan

Financial planning involves an evaluation of a Client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. Clients will be taken through establishing their goals and values around money. They will be required to provide information to help complete the desired areas of analysis. Once the Client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis and potential changes to their current situation will be reviewed with the Client. Clients will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve his or her stated financial goals and objectives.

The key defining aspect of financial planning is that through the financial planning process, all questions, information, and analysis will be considered as they affect and are affected by the entire financial and life situation of the Client.

In general, the financial plan will address any or all of the following areas of concern. The Client and advisor will work together to select specific areas to cover. These areas may include, but are not limited to, the following:

- **Cash Flow and Debt Management**: We will conduct a review of your income and expenses to determine your current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed your income. Advice may also be provided on which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts (such as money market funds) for such reserves, plus strategies to save desired amounts.

- **College Savings**: Includes projecting the amount that will be needed to achieve college or other post-secondary education funding goals, along with advice on ways for you to save the desired amount.

- **Employee Benefits Optimization**: We will review and analyze whether you, as an employee, are getting the most out of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.

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

- **Financial Goals**: We will help Clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.

- **Insurance**: Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home, and automobile.

- **Investment Analysis**: This may involve developing an asset allocation strategy to meet Clients' financial goals and risk tolerance, providing information on investment vehicles and strategies, reviewing employee stock options, as well as assisting you in establishing your own investment account at a selected broker/dealer or custodian.

- **Retirement Planning**: Our retirement planning services typically include projections of your likelihood of achieving your financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (e.g., working longer, saving more, spending less, taking more risk with investments).

If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

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

- **Tax Planning Strategies:** Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, we may make recommendations on which type of account(s) or specific investments should be owned based in part on their "tax efficiency," with the consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may impact your situation.

  We recommend that you consult with a qualified tax professional before initiating any tax planning strategy, and we may provide you with contact information for accountants or attorneys who specialize in this area if you wish to hire someone for such purposes. We will participate in meetings or phone calls between you and your tax professional with your approval.

- **Business Planning:** We provide consulting services for Clients who currently operate their own business, are considering starting a business, or are planning for an exit from their current business. Under this type of engagement, we work with you to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals.

Ongoing Financial Planning

By paying a monthly fee, Clients will have the opportunity to meet with a planner at least every six weeks who will help them implement their plan.

The plan and the Client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the Client to confirm that any agreed upon action steps have been carried out. On at least an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any necessary updates identified throughout the year will be implemented as needed during the year.

Recurring Financial Planning

Once the action items from the initial financial plan have been implemented and the financial picture is in good order, clients can opt to change the meeting and billing frequency to quarterly to help maintain their financial picture.

On at least an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any necessary updates identified throughout the year will be implemented as needed during the year.

Employee Benefit Plan Services

Our firm provides employee benefit plan services to employer plan sponsors on an ongoing basis. Generally, such services consist of assisting employer plan sponsors in establishing, monitoring and reviewing their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include: investment options, plan structure, and participant education.

In providing employee benefit plan services, our firm does not provide any advisory services with respect to the following types of assets: employer securities, real estate (excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets, other illiquid investments, or brokerage window programs (collectively, "Excluded Assets").

Hourly Financial Planning Services

We believe we need to have an understanding of a Client's complete financial picture and goals before we can provide sound advice. Therefore, we strive to complete a plan for every client, even if the scope of the desired service is limited. Once the financial plan is in place, the Client can engage with a planner on an hourly basis for advice on specific projects or for limited input from a planner while self implementing the recommendations from the financial plan.

Personal Tax Return Preparation:

We provide tax preparation services for our clients to assist with the filing of federal and state tax returns for individuals and businesses. We may ask for an explanation or clarification of some items, but we will not audit or otherwise verify client data. The client is responsible for the completeness and accuracy of information used to prepare the returns. Our responsibility is to prepare the returns in accordance with applicable tax laws. We will utilize the services of a third-party accounting, bookkeeping, and tax preparation firm to facilitate the preparation and filing of your tax return and we will work with you and the third party in order to gather the necessary information as part of this service.

We may observe opportunities for tax savings that require planning or changes in the way the client handles some transactions. While an engagement for tax return preparation does not include significant tax planning services, we will share any ideas we have with you and discuss terms for any additional work that may be required to implement those ideas.

Client Tailored Services and Client Imposed Restrictions

We offer the same suite of services to all of our Clients. However, specific Client financial plans and their implementation are dependent upon the Client Investment Policy Statement which outlines each Client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a Client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

Wrap Fee Programs

We do not participate in wrap fee programs.

Item 5: Fees and Compensation

The client has the right to terminate the contract without penalty or fees within five (5) business days after entering into the contract without incurring any advisory fees or penalties. How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below.

Employee Benefit Plan Services

The Employee Benefit Plan Services fee schedule consists of an ongoing fee that is based on the market value of the assets. The ongoing assets under management and is calculated as follows:

Account Value	Annual Advisory Fee
$0 - $800,000	$2,000
$800,001+	0.25%

The annual fees are negotiable in certain cases, prorated and paid in arrears on a quarterly basis. To accommodate start-up employee benefit plans, LPFA will charge a minimum flat fee of $500 per quarter, paid directly by the plan sponsor, until assets reach a total balance of $800,000 which, at that point, the fees revert to 0.25% of the assets. The advisory fee is calculated by assessing the percentage rates using the predefined levels of assets as shown in the above chart and applying the prorated fee to the daily ending account value. For example, a client with an account valued at $5,000,000 would pay $12,500 per year. The quarterly assets under management fee is determined by the following calculation: (($5,000,000 x .0025) ÷ 4 = $3,125. No increase in the annual fee percentage shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

Accounts initiated or terminated during a calendar quarter will be charged a prorated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 30 days in advance. Since the ongoing fees are paid in arrears, no refund will be needed upon termination of the account, and any earned but unpaid fees will be billed to the client based on the number of days in the current billing period the account was under the adviser’s management up to the date of termination.

This does not include fees to other parties, such as Recordkeepers, Custodians, or Third-Party-Administrators. Fees for this service are either paid directly by the plan sponsor or deducted directly from the plan assets by the Custodian on a quarterly basis.

Initial Financial Plan

The Initial Financial Plan fee is negotiable in certain cases and consists of an upfront charge payable in two monthly installments as outlined in the upfront fees below for the development and delivery of the financial plan. This constitutes the upfront portion of the Investment Management Services, Ongoing Financial Planning, Recurring Financial Planning and Hourly Financial Planning Services fee schedules.

Fees for this service may be paid by electronic funds transfer, check or credit card. After 5 days from signing the agreement, this service may be terminated with 30 days' notice. In the event of early termination before the upfront fee is earned, any prepaid but unearned fees will be refunded to the client based on the percentage of the work completed and any completed portions of the plan will be delivered to the client. Once the plan has been delivered, any earned but unpaid fees will be billed for work completed up to the date of termination at the rate of $250 per hour.

The Initial Financial Planning fee is for Client onboarding, data gathering, and setting the basis for the financial plan. This work will be completed within four weeks of receiving all required financial documents and information from the Client. The upfront portion of the fee will not be paid more than 6 months in advance of delivery of the plan. Clients will only pay the upfront fee once, regardless of the number of advisory services provided.

Investment Management Services Fee Schedule

The Investment Management Services fee schedule consists of an upfront charge payable in two monthly installments for the development and delivery of a financial plan, and an ongoing fee that is based on the market value of the assets. The upfront and ongoing assets under management and is calculated as follows:

Account Value	Upfront Fee	Annual Advisory Fee
$0 - $1,500,000	2 x $650	0.95%
$1,500,001 +	2 x $500	0.75%

The annual fees are negotiable in certain cases, prorated and paid in arrears on a quarterly basis. The advisory fee is a tiered fee and is calculated by assessing the percentage rates using the predefined levels of assets as shown in the above chart and applying the prorated fee to the daily ending account value. For example, a client with an account valued at $2,000,000 would pay $16,000 in year one (including the $1,000 upfront fee and $15,000 assets under management fee), and an annual fee of $15,000 for assets under management, paid in subsequent years. The quarterly assets under management fee is determined by the following calculation: (($2,000,000 x .0075) ÷ 4 = $3,750. No increase in the annual fee percentage shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement. Clients with less than $250,000 in assets under management must enroll in either ongoing or recurring financial planning to be eligible for investment management services. The eligible assets under management threshold is negotiable in certain cases.

Advisory fees are directly debited from Client accounts, or the Client may choose to pay by electronic funds transfer, check, credit card. Please refer to Item 15 of this Part 2A for additional information when debiting fees from client accounts. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 30 days in advance. Since the ongoing fees are paid in arrears, no refund will be needed upon termination of the account, and any earned but unpaid fees will be billed to the client based on the number of days in the current billing period the account was under the adviser's management up to the date of termination. In the event of early termination before the upfront fee is earned, any prepaid but unearned fees will be refunded to the client based on the percentage of the work completed and any completed portions of the plan will be delivered to the client. Once the plan has been delivered, any earned but unpaid fees will be billed for work completed up to the date of termination at the rate of $250 per hour.

The upfront portion of the Assets Under Management fee is for Client onboarding, data gathering, and setting the basis for the financial plan. This work will be completed within four weeks of receiving all required financial documents and information from the Client. The upfront portion of the fee will not be paid more than 6 months in advance of delivery of the plan. Clients who pay an upfront fee for ongoing financial planning or hourly financial planning services will not pay an additional upfront fee for investment management.

Ongoing Financial Planning:

The retainer model for Financial Planning is negotiable in certain cases and consists of an upfront charge payable in two monthly installments for the development and delivery of the financial plan, and an ongoing fee that is paid monthly, in arrears, beginning on the second full month of service. Investment management for clients with <$250,000 in assets under management will be included at no additional charge while Client is enrolled in Ongoing Financial Planning. The minimum fee for ongoing financial planning is $3,000 per year. The upfront fee and ongoing financial planning fees will be calculated as follows:

Household Type	Upfront Fee	+ Subsequent Monthly Advisory Fee
Individuals	2 x $500	$250
Couples	2 x $650	$325

The applicable household type will include the people whose financials are relevant to the financial plan or required for the plan to be meaningful. For example, a couple that has joint assets and signed up on January 1st would pay $4,550 in year one (including the $1,300 upfront fee and $325/month for 10 months beginning in March), and an annual fee of $3,900, paid in monthly installments of $325 in subsequent years. No increase in the annual fee shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

Fees for this service may be paid by electronic funds transfer, check or credit card. After 5 days from signing the agreement, this service may be terminated with 30 days' notice. Since ongoing fees are paid in arrears, no refund will be owed upon termination of the agreement after the plan has been delivered. In the event of early termination before the upfront fee is earned, any prepaid but unearned fees will be refunded to the client based on the percentage of the work completed and any completed portions of the plan will be delivered to the client. Once the plan has been delivered, any earned but unpaid fees will be billed for work completed up to the date of termination at the rate of $250 per hour.

Recurring Financial Planning:

The service fee for Recurring Financial Planning is negotiable in certain cases and consists of an upfront charge payable in two monthly installments for the development and delivery of the financial plan, and a recurring fee that is paid quarterly, based on the frequency of client meetings, in arrears, beginning on the second full month of service. Investment management for clients with <$250,000 in assets under management will be charged separately while Client is enrolled in Recurring Financial Planning. The minimum fee for recurring financial planning is $1,000 per year. The upfront fee and ongoing financial planning fees will be calculated as follows:

Household Type	Upfront Fee	+ Subsequent Quarterly Advisory Fee
Individuals	2 x $500	$250
Couples	2 x $650	$325

The applicable household type will include the people whose financials are relevant to the financial plan or required for the plan to be meaningful. For example, a couple that has joint assets and signed up on January 1st for quarterly financial planning would pay $2,600 in year one (including the $1,300 upfront fee and $325 for meetings in March, June, September and December), and an annual fee of $1,300, paid in quarterly installments of $325 in subsequent years. No increase in the annual fee shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

Fees for this service may be paid by electronic funds transfer, check or credit card. After 5 days from signing the agreement, this service may be terminated with 30 days' notice. Since ongoing fees are paid in arrears, no refund will be owed upon termination of the agreement after the plan has been delivered. In the event of early termination before the upfront fee is earned, any prepaid but unearned fees will be refunded to the client based on the percentage of the work completed and any completed portions of the plan will be delivered to the client. Once the plan has been delivered, any earned but unpaid fees will be billed for work completed up to the date of termination at the rate of $250 per hour.

Hourly Financial Planning Services

The hourly financial planning services model consists of an upfront charge payable in two monthly installments for the development and delivery of the financial plan, and an hourly fee on an as needed basis after that. Hourly support for implementing the recommendations and project based financial planning services are charged at a rate of $250 per hour and are negotiable in certain cases.

Fees for this service may be paid by electronic funds transfer, check or credit card. Since hourly fees are paid in arrears, no refund will be owed upon termination of the agreement after the plan has been delivered. In the event of early termination before the upfront fee is earned, any prepaid but unearned fees will be refunded to the client based on the percentage of the work completed and any completed portions of the plan will be delivered to the client. Once the plan has been delivered, any earned but unpaid fees will be billed for work completed up to the date of termination at the rate of $250 per hour.

Upfront Fee	+ Subsequent Hourly Fee
2 x $1,250	$250

Other Types of Fees and Expenses

Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which may be incurred by the Client account. Clients may incur certain charges imposed by custodians, such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer, and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual fund and exchange-traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees, and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, and costs.

Item 12 further describes the factors that we consider in selecting or recommending broker-dealers for Client's transactions and determining the reasonableness of their compensation (e.g., commissions).

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

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

We do not offer performance-based fees and do not engage in side-by-side management.

Item 7: Types of Clients

We provide financial planning and portfolio management services to individuals, high net-worth individuals, corporations or other businesses.

We do not have a minimum income or account size requirement.

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

Our primary method of investment analysis is fundamental analysis.

Fundamental analysis involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience, and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that the information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Active and Passive Investment Management

We practice active and passive investment management. Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner to achieve the desired relationship between correlation, risk, and return. Funds that passively capture the returns of the desired asset classes are placed in the portfolio. The funds that are used to build passive portfolios are typically index mutual funds or exchange-traded funds.

Passive investment management is characterized by low portfolio expenses (i.e. the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal).

In contrast, active management involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark. Actively managed funds typically carry higher investment costs than that of index funds or other passively managed investments to pay for the management of the funds.

Material Risks Involved

All investing strategies we offer involve risk and may result in a loss of your original investment which you should be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities, and any other investment or security. Material risks associated with our investment strategies are listed below.

Market Risk: Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.

Strategy Risk: The Adviser's investment strategies and/or investment techniques may not work as intended.

Small and Medium Cap Company Risk: Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the Client's portfolio.

Interest Rate Risk: Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Legal or Legislative Risk: Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Inflation: Inflation may erode the buying power of your investment portfolio, even if the dollar value of your investments remains the same.

Risks Associated with Securities

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

Exchange Traded Funds prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds (ETFs) may not track underlying benchmarks as expected. ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above (premium) or below (discount) their net asset value; and (ii) is not guaranteed to trade at the same premium or discount at the time of your next purchase or sale of the same ETF, (iii) 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. The Adviser has no control over the risks taken by the underlying funds in which the Clients invest.

Mutual Funds When a Client invests in ETFs or other open-end mutual funds, the Client indirectly bears its proportionate share of any fees and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, many of 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).

Item 9: Disciplinary Information

Criminal or Civil Actions

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

Administrative Enforcement Proceedings

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

Self-Regulatory Organization Enforcement Proceedings

LPFA 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 LPFA or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

No LPFA employee is registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

No LPFA employee is registered, or have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

LPFA does not have any related parties. As a result, we do not have a relationship with any related parties.

LPFA only receives compensation directly from Clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

Recommendations or Selections of Other Investment Advisers

LPFA may recommend another investment manager to clients who would benefit from a different business model or area of expertise than what LPFA has to offer. LPFA does not receive compensation for referrals to other investment advisers. The Planner, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or omission by other investment advisers.

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

As a fiduciary, our firm and its associates have a duty of utmost good faith to act solely in the best interests of each Client. Our Clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The firm also adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc., and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities. Additionally, LPFA requires adherence to its Insider Trading Policy, and the CFA Institute's Asset Manager Code of Professional Conduct and Code of Ethics and Standards of Professional Conduct.

Code of Ethics Description

This code does not attempt to identify all conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory Clients. A summary of the Code of Ethics' Principles is outlined below.

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to Clients.
- Competence - Associated persons shall provide services to Clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to Clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.

- Confidentiality - Associated persons shall not disclose confidential Client information without the specific consent of the Client unless in response to proper legal process, or as required by law.
- Professionalism - Associated persons' conduct in all matters shall reflect the credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide a copy of its Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither our firm, its associates or any related person is authorized to recommend to a Client or effect a transaction for a Client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, etc.

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

Our firm and its "related persons" do not invest in the same securities, or related securities, e.g., warrants, options or futures, which we recommend to Clients.

Trading Securities At/Around the Same Time as Client's Securities

Because our firm and its "related persons" do not invest in the same securities, or related securities, e.g., warrants, options or futures, which we recommend to Clients, we do not trade in securities at or around the same time as Clients.

Item 12: Brokerage Practices

Factors Used to Select Custodians and/or Broker-Dealers

LifePath Financial Advisors, PBC does not have any affiliation with Broker-Dealers. Specific custodian recommendations are made to the Client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

1. Research and Other Soft-Dollar Benefits

We currently receive soft dollar benefits as a result of our relationship with TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC.

2. Brokerage for Client Referrals

We receive no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

We do recommend a specific custodian for Clients to use, however, Clients may custody their assets at a custodian of their choice. We do not permit Clients to direct us to use a specific broker-dealer to execute transactions. By requiring Clients to choose a specific custodian, we may be unable to achieve the most favorable execution of Client transaction and this may cost Clients money over using a lower-cost custodian.

The Custodian and Brokers We Use

TD Ameritrade

Advisor participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC. TD Ameritrade is an independent [and unaffiliated] SEC-registered broker-dealer. TD Ameritrade offers to independent investment Advisors services which include custody of securities, trade execution, clearance, and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the program. (Please see the disclosure under Item 14 below.)

Aggregating (Block) Trading for Multiple Client Accounts

Generally, we combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion, regarding particular circumstances and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and is assessed a trade commission or "ticket charge" per account.

Betterment

Advisor utilizes MTG, LLC dba Betterment Securities ("Betterment Securities"), a registered broker-dealer and member of the SIPC, as a qualified custodian. We are independently owned and operated and are not affiliated with Betterment Securities. Betterment Securities will hold your assets in a brokerage account and buy and sell securities when we and/or you instruct them to. While we recommend that you use Betterment Securities as custodian/broker, you will decide whether to do so and will open your account with Betterment Securities by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with Betterment Securities, then we cannot manage your account on Betterment for Advisors (defined below).

YOUR BROKERAGE AND CUSTODY COSTS

For our clients' accounts that Betterment Securities maintains, Betterment Securities does not charge you separately for custody/brokerage services, but is compensated as part of the Betterment for Advisors (defined below) platform fee, which is charged for a suite of platform services, including custody, brokerage, and sub-advisory services provided by Betterment and access to the Betterment for Advisors platform. The platform fee is an asset-based fee charged as a percentage of assets in your Betterment account. Clients utilizing the Betterment for Advisors platform may pay a higher aggregate fee than if the investment management, brokerage and other platform services are purchased separately. Nonetheless, for those Clients participating in the Betterment for Advisors platform, we have determined that having Betterment Securities execute trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How we select brokers/custodians").

SERVICES AVAILABLE TO US VIA BETTERMENT FOR ADVISORS

Betterment Securities serves as broker-dealer to Betterment for Advisors, an investment and advice platform serving independent investment advisory firms like us ("Betterment for Advisors"). Betterment for Advisors also makes available various support services which may not be available to Betterment's retail customers. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Betterment for Advisors' support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Betterment for Advisors' support services:

1. SERVICES THAT BENEFIT YOU.

Betterment for Advisors includes access to a globally diversified, low-cost portfolio of ETFs, execution of securities transactions, and custody of client assets through Betterment Securities. In addition, a series of model portfolios created by third-party providers are also available on the platform. Betterment Securities' services described in this paragraph generally benefit you and your account.

2. SERVICES THAT MAY NOT DIRECTLY BENEFIT YOU.

Betterment for Advisors also makes available to us other products and services that benefit us, but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts, such as software and technology that may:

- Assist with back-office functions, recordkeeping, and client reporting of our clients' accounts.
- Provide access to client account data (such as duplicate trade confirmations and account statements).
- Provide pricing and other market data.

BETTERMENT FOR ADVISORS' TRADING POLICY

When using the Betterment for Advisors platform, we and you are subject to the trading policies and procedures established by Betterment. These policies and procedures limit our ability to control, among other things, the timing of the execution of certain trades (including in response to withdrawals, deposits, or asset allocation changes) within your account. You should not expect that trading on Betterment is instant, and, accordingly, you should be aware that Betterment does not permit you or us to control the specific time during a day that securities are bought or sold in your account (i.e., to "time the market"). Betterment describes its trading policies in Betterment LLC's Form ADV Part 2A. As detailed in that document, Betterment generally trades on the same business day as it receives instructions from you or us. However, transactions will be subject to processing delays in certain circumstances. In particular, orders initiated on non-business days and after markets close generally will not transact until the next business day. Betterment also maintains a general approach of not placing securities orders during approximately the first thirty minutes after the opening of any market session. Betterment also generally stops placing orders arising from allocation changes in existing portfolios approximately thirty minutes before the close of any market session. Betterment continues placing orders associated with deposit and withdrawal requests until market close. Betterment maintains a general approach of not placing orders around the time of scheduled Federal Reserve interest rate announcements. Furthermore, Betterment may delay or manage trading in response to market instability. For further information, please consult Betterment LLC's Form ADV Part 2A.

Item 13: Review of Accounts

Client accounts with the Investment Management Service will be reviewed regularly on a quarterly basis by Erica Michelle Blake, Founder and CCO. The account is reviewed with regards to the Client's investment policies and risk tolerance levels. Events that may trigger a special review would be unusual performance, additions or deletions of Client imposed restrictions, excessive draw-down, volatility in performance, or buy and sell decisions from the firm or per Client's needs. LPFA will meet with investment management clients on at least an annual basis to discuss their investment objectives and determine if any changes are required.

Clients will receive trade confirmations from the broker(s) for each transaction in their accounts as well as monthly or quarterly statements and annual tax reporting statements from their custodian showing all activity in the accounts, such as receipt of dividends and interest.

LPFA will not provide written reports to Investment Advisory Clients.

Item 14: Client Referrals and Other Compensation

The Advisor engages independent solicitors to provide client referrals. If a client is referred to us by a solicitor, this practice is disclosed to the client in writing by the solicitor and the Advisor pays the solicitor out of its own funds--specifically, the Advisor generally pays the solicitor a portion of the advisory fees earned for managing the capital of the client or investor that was referred. The use of solicitors is strictly regulated under applicable federal and state law. The Advisor's policy is to fully comply with the requirements of Rule 206(4)-3, under the Investment Advisers Act of 1940, as amended, and similar state rules, as applicable.

The Advisor may receive client referrals from Zoe Financial, Inc through its participation in Zoe Advisor Network (ZAN). Zoe Financial, Inc is independent of and unaffiliated with the Advisor and there is no employee relationship between them. Zoe Financial established the Zoe Advisor Network as a means of referring individuals and other investors seeking fee-only personal investment management services or financial planning services to independent investment advisors. Zoe Financial does not supervise the Advisor and has no responsibility for the Advisor's management of client portfolios or the Advisor's other advice or services. The Advisor pays Zoe Financial an on-going fee for each successful client referral. This fee is usually a percentage of the advisory fee that the client pays to the Advisor ("Solicitation Fee"). The Advisor will not charge clients referred through Zoe Advisor Network any fees or costs higher than its standard fee schedule offered to its standard fee schedule offered to its clients. For information regarding additional or other fees paid directly or indirectly to Zoe Financial Inc, please refer to the Zoe Financial Disclosure and Acknowledgement form.

The Advisor may also receive client referrals from Wealthramp, Inc through its participation in the Wealthramp online tool. Wealthramp, Inc is independent of and unaffiliated with the Advisor and there is no employee relationship between them. Wealthramp established the Wealthramp online tool as a means of referring individuals and other investors seeking fee-only personal investment management services or financial planning services to independent investment advisors. Wealthramp does not supervise the Advisor and has no responsibility for the Advisor's management of client portfolios or the Advisor's other advice or services. The Advisor pays

Wealthramp an on-going fee for each successful client referral. This fee is usually a percentage of the advisory fee that the client pays to the Advisor ("Solicitation Fee"). The Advisor will not charge clients referred through Wealthramp online tool any fees or costs higher than its standard fee schedule offered to its standard fee schedule offered to its clients. For information regarding additional or other fees paid directly or indirectly to Wealthramp Inc, please refer to the Wealthramp Disclosure and Acknowledgement form.

TD Ameritrade

As disclosed under Item 12, above, Advisor participates in TD Ameritrade's institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program does not depend on the number of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to Clients, Advisor will act in the client's best interest at all times. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services. LPFA ensures that the use of TD Ameritrade as a custodian is appropriate based on the available services, the amount of fees charged, and the reputation of TD Ameritrade among the top major custodians.

Betterment

We receive a non-economic benefit from Betterment for Advisors and Betterment Securities in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Betterment Securities. These products and services, how they benefit us, are described above (see Item 12—Brokerage Practices).The availability to us of Betterment for Advisors' and Betterment Securities' products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

Item 15: Custody

LPFA does not accept custody of Client funds except in the instance of withdrawing Client fees.

For Client accounts in which LPFA directly debits their advisory fee:

i. LPFA will send a copy of its invoice to the custodian at the same time that it sends the Client a copy.
ii. The custodian will send monthly statements to the Client showing all disbursements for the account, including the amount of the advisory fee.
iii. The Client will provide written authorization to LPFA, permitting LPFA to be paid for the management of the Client's accounts held by the custodian.

Clients will receive at least monthly statements from the qualified custodian that holds and maintains Client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the reports that we may provide to you. Our reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

For those Client accounts where we provide Investment Management Services, we require discretion over Client accounts with respect to securities to be bought and sold and the amount of securities to be bought and sold. Investment discretion is explained to Clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the Client will execute a Limited Power of Attorney, which will grant our firm discretion over the account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the Client.

Item 17: Voting Client Securities

We do not vote Client proxies. Therefore, Clients maintain exclusive responsibility for: (1) voting proxies, and (2) acting on corporate actions pertaining to the Client's investment assets. The Client shall instruct the Client's qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets. If the Client would like our opinion on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward you any electronic solicitation to vote proxies.

Item 18: Financial Information

Registered Investment Advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to Clients, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of Client funds or securities or require or solicit prepayment of more than $500 in fees per Client six months in advance.

Item 19: Requirements for State-Registered Advisers

Erica Michelle Blake

Born: 1984

Educational Background

- 2006 – Bachelors of Science in Business Administration, Finance and Real Estate, Colorado State University
- 2004 – Associates of Arts, Morgan Community College

Business Experience

- 08/2019 – Present, LifePath Financial Advisors, Founder and CCO
- 04/2019 – 08/2019, Colorado Capital Management, Financial Advisor
- 05/2007 – 04/2019, First National Bank, Director, Portfolio Management

Professional Designations, Licensing & Exams

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

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with Clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

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

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;

- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and Client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real-world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

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

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the S*tandards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*.

The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their Clients.

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

Chartered Financial Analyst (CFA)®: The CFA Program is a graduate-level self-study program that combines a broad-based curriculum of investment principles with professional conduct requirements. It is designed to prepare charter holders for a wide range of investment specialties that apply in every market all over the world. To earn a CFA charter, applicants study for three exams (Levels I, II, III) using an assigned curriculum. Upon passing all three exams and meeting the professional and ethical requirements, they are awarded a charter.

Certified Student Loan Professional (CSLP)®: Knowledge of student loan programs AND personal financial counseling is critical. CSLPs offer advising services as part of their daily business activities such as financial planning, tax advice, investment services, and insurance.

Using a CSLP can provide an additional measure of safety that the advice you receive is based on advanced knowledge about student loan advising and personal finance. A CSLP will have completed a rigorous curriculum of coursework, and should have years of experience as a financial professional, with a commitment to a high set of ethical standards in their practice.

Other Business Activities

Erica Michelle Blake has no other business activities to report.

LifePath Financial Advisors

Your Vision | Our Guidance

LifePath Financial Advisors, PBC

2523 Westward Drive
Lafayette, CO 80026
www.lifepathfa.com
(303) 351-1434

Dated July 2020

Form ADV Part 2B – Brochure Supplement

For

Erica Michelle Blake 7099199

Founder and Chief Compliance Officer

This brochure supplement provides information about Erica Michelle Blake that supplements the LifePath Financial Advisors, PBC ("LPFA") brochure. A copy of that brochure precedes this supplement. Please contact Erica Michelle Blake if the LPFA brochure is not included with this supplement or if you have any questions about the contents of this supplement.

Additional information about Erica Michelle Blake is available on the SEC's website at www.adviserinfo.sec.gov which can be found using the identification number 7099199.

Item 2: Educational Background and Business Experience

Erica Michelle Blake

Born: 1984

Educational Background

- 2006 – Bachelors of Science in Business Administration, Finance and Real Estate, Colorado State University
- 2004 – Associates of Arts, Morgan Community College

Business Experience

- 08/2019 – Present, LifePath Financial Advisors, Founder and CCO
- 04/2019 – 08/2019, Colorado Capital Management, Financial Advisor
- 05/2007 – 04/2019, First National Bank, Director, Portfolio Management

Professional Designations, Licensing & Exams

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- Examination – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and Client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real-world circumstances;

- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and

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- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*.
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Certified Student Loan Professional (CSLP)®: Knowledge of student loan programs AND personal financial counseling is critical. CSLPs offer advising services as part of their daily business activities such as financial planning, tax advice, investment services, and insurance.

Using a CSLP can provide an additional measure of safety that the advice you receive is based on advanced knowledge about student loan advising and personal finance. A CSLP will have completed a rigorous curriculum of coursework, and should have years of experience as a financial professional, with a commitment to a high set of ethical standards in their practice.

Item 3: Disciplinary Information

No management person at LifePath Financial Advisors, PBC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Item 4: Other Business Activities

Erica Michelle Blake has no other business activities to report.

Item 5: Additional Compensation

Erica Michelle Blake does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through LPFA.

Item 6: Supervision

Erica Michelle Blake, as Founder and Chief Compliance Officer of LPFA, is responsible for supervision and will adhere to the firm's policy and procedures at all times. She may be contacted at the phone number on this brochure supplement.

Item 7: Requirements for State Registered Advisers

Erica Michelle Blake has NOT been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.