

DeWitt & Dunn Financial Services, LLC

15455 N. Dallas Pkwy. #240

Addison, TX 75001

<https://www.dewittanddunn.com/>

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March 15, 2023

This Brochure provides information about the qualifications and business practices of DeWitt & Dunn Financial Services, LLC (“DeWitt & Dunn”, “us”, “we”, “our”). If you have any questions about the contents of this Brochure, please contact us at (972) 473-4700 or via email at lora@dewittanddunn.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about DeWitt & Dunn is also available via the SEC’s website www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as a CRD number. The CRD number for DeWitt & Dunn is 304561. The SEC’s web site also provides information about any persons affiliated with DeWitt & Dunn who are registered, or are required to be registered, as Investment Adviser Representatives of DeWitt & Dunn.

DeWitt & Dunn is a Registered Investment Adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information that you may use to determine whether to hire or retain them.

Item 2 Material Changes

Since our last annual update on March 11, 2022, we have updated our disclosures regarding investment discretion and fees and added an additional sub-advisory relationship with Beacon Capital Management.

In the future, this section of the Brochure will discuss only the specific material changes that were made to the Brochure and will provide you with a summary of all material changes that have occurred since the last filing of this Brochure. This section will also identify the date of our last annual Brochure update.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 90 days of the close of our business' fiscal year end which is December 31st. We will provide other ongoing disclosure information about material changes as they occur. We will also provide you with information on how to obtain the complete brochure. Currently, our Brochure may be requested at any time, without charge, by contacting Lora Dixon at (972) 473-4700.

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Item 4 – Advisory Business Introduction

Our Advisory Business

DeWitt & Dunn Financial Services LLC (“Dewitt & Dunn”) was founded in 2020 by Cathy Dewitt Dunn who serves as Owner and Founder. Cathy Dewitt Dunn is a licensed insurance agent who provides insurance services only. She does not provide advisory services. The Adviser provides advisory services through our Investment Adviser Representatives who are appropriately licensed, qualified, and registered.

Services

We are a boutique investment management firm providing investment management services to individuals, high net worth individuals, trusts, estates, corporations, and small businesses. We tailor our advisory services to the individual needs of our clients based on information provided to us by our clients regarding their financial needs and objectives. Clients may impose restrictions on investing in certain securities or types of securities.

Sub-Advisory Services

We have entered into a sub-advisory relationship with Brookstone Capital Management, LLC (“Brookstone”) and Impact Partnership Wealth, LLC as a Subadvisor (“Independent Managers”) to manage client assets based on style or asset classes suitable for a client’s investment objectives. These arrangements allow us to access model portfolios, model managers, strategists, third party money managers, and trading services. The strategies are primarily comprised of individual equity securities, various mutual funds, or exchange traded funds. As part of the program, you will give us and the Independent Manager discretion to select third party, non-affiliated investment managers to design and manage model portfolios for your assets.

The client provides Dewitt & Dunn with the information set forth on the client profile and represents that such information is a complete and accurate representation of the client's financial position and investment needs, goals, and objectives, as well as any reasonable restrictions placed on investments made in the account at the time the client enters the advisory program offered through the Independent Manager. The client must promptly inform us in writing if any financial information becomes incomplete or inaccurate during the term of the relationship. The Independent Manager manages portfolios based on a client’s investment objectives.

The client will also sign an Investment Advisory agreement with the Independent Manager, and we will provide the client with a copy of their current disclosure brochure.

Clients are advised that there are other management programs not recommended by our firm that are suitable for the client and that can be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client’s financial goals or objectives will be achieved by a third-party investment adviser recommended by our firm. Further, no guarantees of performance can ever be offered by our firm.

Co-advisory services

We have entered into a co-advisory relationship with Beacon Capital Management, Inc. (“Beacon”). As part of this relationship, Beacon shall develop model portfolios comprising a diverse group of ETFs and mutual funds. Beacon shall manage the client’s account based on the investment objectives, constraints and philosophy of the model selected by the Client.

DeWitt & Dunn shall assist you with understanding the services and strategies provided by beacon and assist you with determining which, if any, model is best suited for your individual needs and circumstances. We will also monitor your account and keep the asset manager informed of any changes that need to be made based upon your changing circumstances.

You will need to provide Dewitt & Dunn with the information set forth on the client profile and represent that such information is a complete and accurate representation of your financial position and investment needs, goals, and objectives, as well as any reasonable restrictions placed on investments made in the account at the time you enter the co-advisory program. You must promptly inform us in writing if any financial information becomes incomplete or inaccurate during the term of the relationship. The Independent Manager manages portfolios based on a client’s investment objectives.

The client will sign an Investment Management Agreement which shall establish the relationship between you, DeWitt & Dunn, and Beacon. We will provide the client with a copy of Beacon’s current disclosure brochures, including their firm brochure, wrap fee brochure, Form CRS, and privacy policy statement.

Clients are advised that there are other management programs not recommended by our firm that are suitable for the client and that can be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client’s financial goals or objectives will be achieved by a third-party investment adviser recommended by our firm. Further, no guarantees of performance can ever be offered by our firm.

Assets Under Management

As of the December 31, 2022, we had \$6,828,737 in discretionary assets under management.

Item 5 – Fees and Compensation

Asset Management Fee Schedule

Clients managed by Brookstone

The minimum account opening balance is \$25,000, which may be negotiable based upon certain circumstances and at the Adviser’s discretion. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees are charged monthly, in arrears. Payments are due and will be assessed on the last day of each month, based on the monthly ending

balance of the account(s) under management for the preceding month. The Adviser will pro rate for deposits and withdrawals in the account during the billing period. Our annual fee is up to 1.5% and is negotiable. Clients managed by Brookstone will receive a fee separate from, and in addition to, the 1.5% negotiated fee paid to Dewitt & Dunn. This fee may be up to a maximum of 0.75%, giving you a total maximum advisory fee of 1.75%. The annual fee will be specified in your investment advisory agreement with us. No increase in the annual fee shall be effective without prior written notification. We believe the advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs.

Clients managed by Impact Partnership Wealth

The minimum account opening balance is \$25,000, which may be negotiable based upon certain circumstances and at the Adviser's discretion. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees are charged monthly, in arrears. Payments are due and will be assessed on the last day of each month, based on the average daily balance of the account(s) under management for the preceding month. The Adviser will pro rate for deposits and withdrawals in the account during the billing period. Your annual fee is up to 1.45% and is negotiable. This shall consist of a negotiable fee of up to 1.5% for Dewitt & Dunn and a management fee for Impact Partners which shall be 0.45% for the first \$4,999,999 and 0.35% thereafter. The annual fee will be specified in your investment advisory agreement with us. No increase in the annual fee shall be effective without prior written notification. We believe the advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs.

Clients co-managed by Beacon

The minimum account opening balance is \$25,000, which may be negotiable based upon certain circumstances and at the Adviser's discretion. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees are charged monthly, in arrears. Payments are due and will be assessed on the last day of each month, based on the average daily balance of the account(s) under management for the preceding month. The Adviser will pro rate for deposits and withdrawals in the account during the billing period. Calculation of the account fee begins upon Account funding and shall be based on Account values as determined by independent pricing services where available or otherwise in good faith. Your negotiable annual fee to DeWitt & Dunn shall be up to 1.5% of Assets Under Management. Your fee to Beacon shall be separate from, and in addition to, your fee to DeWitt & Dunn. Your annual fee to Beacon shall be the greater of either \$400 or the amount specified in the following table. This means that any client whose average daily balance for all accounts is less than \$72,728 shall be charged in excess of the 0.55% stated below. However, in no event shall your total advisory fee, which shall be the aggregate of the fee to Beacon and the fee to DeWitt & Dunn, exceed 2.99%.

Beacon Fee Schedule*	
Clients with up to \$499,999.99	0.55%
Between \$500,000 and \$999,999.99	0.35%
\$1,000,000 or over	0.15%

* All fees to Beacon are subject to a \$400 minimum annual fee per household.

Other Fees

You will incur additional charges including but not limited to, brokerage and other transaction costs, mutual fund sales loads, 12b-1 fees and surrender charges and IRA and qualified retirement plan fees. We do not receive any portion of such commissions or fees. We are only compensated by the fees described above, and do not receive any other compensation in connection with your account. Please refer to “Item 12- Brokerage Practices” for additional information. When we negotiate lower fees and expenses charged by third parties, all negotiated improvements are for your benefit.

Our representatives have a conflict of interest by only offering these sub-advisory fees since they have agreed to pay us a portion of their advisory fee. There are other managed programs that may be suitable to you and that can be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered. Investments involve risk, including the possible loss of principal.

If you are unwilling to have your personal and/or financial information provided to the sub-advisor in order to receive advisory services, then we are unable to assist you with your advisory needs and any advisory relationship is terminated.

Automatic Payment of Fee

Clients managed by Brookstone

The Client agrees to authorize Brookstone to pay directly to us the Account's investment advisory services fee. Brookstone will pay the Adviser a portion of this fee for our services. You will not be billed separately by us.

The Custodian will send to the Client a statement, at least quarterly, indicating all amounts disbursed from the Account, including the fee paid directly to Brookstone.

You may close your account by giving us at least two days written notice. If you close your account, any management fees will be prorated to the termination date.

Clients managed by Impact Partnership Wealth Management

The Client agrees to authorize us to pay directly to us the Account's investment advisory services fee. We will pay the Adviser a portion of this fee for our services. You will not be billed separately by us.

The Custodian will send to the Client a statement, at least quarterly, indicating all amounts disbursed from the Account, including the fee paid directly to Impact Partnership Wealth Management.

You may close your account by giving us at least two days written notice. If you close your account, any management fees will be prorated to the termination date.

Clients managed by Beacon

The Client agrees to authorize Beacon to pay directly to us the Account's investment advisory services fee. Beacon will pay the Adviser a portion of this fee for our services. You will not be billed separately by us.

The Custodian will send to the Client a statement, at least quarterly, indicating all amounts disbursed from the Account, including the fee paid directly to Beacon.

You may close your account by giving us at least two days written notice. If you close your account, any management fees will be prorated to the termination date.

Other Compensation

Our representatives may recommend and sell life and long-term care insurance and will receive the usual and customary commissions in addition to any agreed upon advisory fee.

While Lora endeavors at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving additional compensation creates a conflict of interest and may affect her judgment when making recommendations. We require this be disclosed when such recommendations are made. Also, we require disclosure to Clients that they may purchase recommended securities from other registered representatives not affiliated with us.

Item 6 – Performance Based Fee and Side by Side Management

We do not charge any performance-based fees or perform side-by-side management.

Item 7 – Types of Client(s)

Our clients may include individuals, high net worth individuals, trusts, estates, corporations, and small businesses.

We generally impose a minimum account size of \$25,000, although we may accept accounts with fewer assets at our discretion.

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

Methods of analysis and investment strategies used to manage your accounts are determined and implemented by Brookstone. However, we are available to help explain such strategies and may offer analysis of specific investments and securities held in your account.

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that services and methods of analysis used by third-party money managers we recommend can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines.

Item 9 – Disciplinary Information

Registered Investment Advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. We do not have any information to disclose concerning DeWitt & Dunn or any of our IARs. We adhere to high ethical standards for all IARs and associates.

Item 10 – Other Financial Industry Activities and Affiliations

Neither DeWitt & Dunn nor any of its management persons are registered as a broker-dealer or registered as a representative of a broker-dealer, nor does it have any pending application to register. In addition, neither DeWitt & Dunn nor its management persons are affiliated with any broker-dealer.

DeWitt & Dunn and its management persons are not registering as a commodity pool operator, futures commission merchant, or commodity trading advisor.

Other Financial Industry Affiliations

Cathy Dewitt Dunn is the owner of DeWitt and Dunn, LLC, an advertising firm based in Addison, Texas. She is also the owner of Green Stream Management, LLC, a management company also located in Addison, Texas. While her duties in these other businesses constitute the majority of her time, it will not impair the ability of DeWitt & Dunn to perform their duties. Cathy Dewitt Dunn is also independently licensed to sell insurance and annuity products through various insurance companies. When selling insurance or annuity products, she receives commissions, however the adviser does not.

All investment advisory services shall be conducted by Lora Dixon, whose information education information, business background, and other business activities can be found in her ADV Part 2B.

Selection of Other Advisers

DeWitt & Dunn will be compensated by the third-party manager(s) from the advisory fees collected from the client. Details of these fees are/will be described in Item 5 – Fees and Compensation. Fees are determined by your relationship with the third-party manager. This causes a conflict of interest in recommending certain third-party managers since we may receive compensation for referring clients to certain vendors over others. In order to mitigate this conflict of interest, we require all IARs to inform the client that they are under no obligation to implement any recommendations made by us or the third-party manager.

Item 11 – Code of Ethics, Participation or Interest in Client Accounts and Personal Trading

General Information

We have adopted a Code of Ethics for all IAR's of the firm describing its high standards of business conduct, and fiduciary duty to you, our client. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All of our IAR's must acknowledge the terms of the Code of Ethics annually, or as amended.

Participation or Interest in Client Accounts

Our Compliance policies and procedures prohibit anyone associated with DeWitt & Dunn from having an interest in a client account or participating in the profits of a client's account without the approval of the CCO.

The following acts are prohibited:

- Employing any device, scheme or artifice to defraud
- Making any untrue statement of a material fact
- Omitting to state a material fact necessary in order to make a statement, in light of the circumstances under which it is made, not misleading
- Engaging in any fraudulent or deceitful act, practice or course of business
- Engaging in any manipulative practices

Clients and prospective clients may request a copy of the firm's Code of Ethics by contacting the CCO.

Privacy Statement

We are committed to safeguarding your confidential information and hold all personal information provided to us in the strictest confidence. These records include all personal information that we collect from you or receive from other firms in connection with any of the financial services they provide. We also require other firms with whom we deal with to restrict the use of your information. Our Privacy Policy is available upon request.

Conflicts of Interest

DeWitt & Dunn and our IARs have a duty to disclose potential and actual conflicts of interest. We have a duty to report potential and actual conflicts of interest to management.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor.

We shall not attempt to limit liability for willful misconduct or gross negligence using disclaimers.

Item 12 – Brokerage Practices

When you accept our Investment Management Agreement, we will require use of our selected broker-dealer to execute and clear your trades. We use Brookstone and their custodial relationships. While we believe that this firm provides our clients with competitive commission rates, you may pay commissions that are higher than those that you would pay at other broker-dealers.

Research and Other Soft Dollar Benefits

We do not receive any soft dollars from broker-dealers, custodians or third-party money managers.

Brokerage for Client Referrals

We do not receive client referrals from the broker-dealer that we work with in exchange for using their services.

Directed Brokerage

We do not allow clients to direct us to execute transactions through a specified broker-dealer. We require you to use the custodian of our choosing as the custodial firm.

Principal Trading

We do not sell securities from or purchase securities in any account for which we have a beneficial interest.

Cross Transactions – Agency Cross Transactions

We do not sell securities to a client that were obtained from the account of another client.

Item 13 – Review of Accounts

Reviews

1. Duty to Supervise

We are responsible for ensuring adequate supervision over the activities of all persons who act on our behalf. Specific duties include:

- Establish procedures that could be reasonably expected to prevent and detect violations of law by our Advisory personnel
- Analyze operations and create a system of controls to ensure compliance with applicable securities laws
- Ensure that all Advisory personnel fully understand the Company's policies and procedures

2. Reviews

We do not review investment advisory or asset management accounts or provide reports regarding your accounts. Investment advice and asset management services are provided by our recommended third-party money managers; please consult their Form ADV Part 2A for further information regarding reviews of client investment advisory accounts.

Item 14 – Client Referrals and Other Compensation

We may receive economic benefit from someone who is not a client for providing investment advice or other advisory services to our clients. We will be compensated by the third-party manager(s) from the advisory fees collected from the client. This may cause a conflict of interest in recommending certain third-party managers since we may receive compensation for referring clients to these vendors. In order to mitigate this conflict of interest, we require all IARs to inform the client that they are under no obligation to implement any recommendations made by us or the sub-advisor.

Item 15 – Custody

We do not maintain custody of client funds. However, the subadvisor does directly debit advisory fees from client accounts as discussed in Item 5 of this brochure.

You will receive account statements directly from the broker-dealer carrying your account. You should carefully review these statements and if you have any questions or concerns you should contact us immediately.

Item 16 – Investment Discretion

We do not exercise Investment Discretion over individual trades. However, we shall have discretionary authority to select a third-party manager, who shall have discretionary trading authority. Investment advice and asset management services are provided by our sub-adviser. You will provide them permission to use discretion to manage your account.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, we do not have any authority to and do not vote proxies on behalf of our clients. Our third-party money manager's policy may be different than this; please consult their Form ADV Part 2A brochure for further information regarding voting client proxies.

Item 18 – Financial Information

We are required to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that would impair our ability to meet any contractual and fiduciary commitments to you, our client. We have not been the subject of any bankruptcy proceedings. We do not require or solicit prepayment of more than \$500 in fees per client six months or more in advance.

Item 19 – Requirements for State Registered Advisers

Principals

There is one principal of DeWitt & Dunn: Cathy Dewitt Dunn. She is sole owner. She will not provide investment advisory services to Clients. Cathy Dewitt Dunn is also the owner of DeWitt and Dunn, LLC, an advertising firm based in Addison, Texas.

All investment advisory services shall be conducted by Lora Dixon, the designated officer and investment adviser representative, whose information education information, business background, and other business activities can be found in her ADV Part 2B.

Performance Fees

We do not charge a performance-based fee.

Disclosable Events

Neither DeWitt & Dunn, Cathy Dewitt Dunn, nor Lora Dixon have no reportable events to disclose here.

Other Relationships

Neither DeWitt & Dunn nor Cathy Dewitt Dunn has any relationship with any issuer of securities. Cathy Dewitt Dunn is the owner of DeWitt and Dunn, LLC, an advertising firm based in Addison, Texas. She is also the owner of Green Stream Management, LLC, a management company also located in Addison, Texas. In addition, she is a licensed insurance agent. While her duties in these other businesses constitute the majority of her time, it will not impair the ability of DeWitt & Dunn to perform their duties. All investment advisory services shall be conducted by Lora Dixon, whose information education information, business background, and other business activities can be found in her ADV Part 2B. Lora handles all advisory business.

ADV Part 2B Brochure Supplement – LORA GAUTHIER DIXON

Item 1 – Cover Page

Lora G. Dixon

CRD 6693214

DeWitt & Dunn Financial Services, LLC

15455 N. Dallas Pkwy. #240

Addison, TX 75001

(972) 473-4700

February 24, 2023

This Brochure supplement provides information about Lora Dixon and supplements the DeWitt & Dunn (“DeWitt & Dunn”) Brochure. You should have received a copy of that Brochure. Please contact Lora Dixon if you did not receive the Brochure or if you have any questions about the contents of this supplement.

Additional information about Lora Dixon, CRD 6693214 is available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Full Legal Name: Lora Gauthier Dixon

Year of Birth: 1976

Education

Bachelor of Music
University of North Texas- Denton, Texas

1998

Master of Music
University of North Texas- Denton, Texas

2001

Business History

July 2020 – Present Investment Adviser Rep and CCO Dewitt & Dun Financial Services LLC

October 2005 – Present Business Operations Manager at DeWitt & Dunn

October 2016 – Present Investment Adviser Representative at CoreCap Advisors

Item 3 – Disciplinary History

Neither DeWitt & Dunn nor Lora Dixon has any disciplinary history to disclose.

Additional information regarding this can be found on www.adviserinfo.sec.gov

Item 4 – Other Business Activities

Lora Dixon provides bookkeeping and administrative services to Green Stream Management, LLC. She began this relationship in 2014 and spends roughly 80 hours per month in this role.

Item 5 – Additional Compensation

Lora Dixon does not receive any additional compensation other than her work at Dewitt & Dunn and her work at Green Stream Management, LLC.

Item 6 – Supervision

Lora Dixon is the CCO and performs all supervisory duties for the firm. Please contact her at (972) 473-4700 with questions regarding supervision.

Item 7 – Requirements for State-Registered Advisers

Lora Dixon has no reportable events to disclose here.