

# Partners in Financial Planning, LLC

SEC File Number: 801 – 70754

## Partners in Financial Planning, LLC

**Brochure**

**Dated 2/14/2024**

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**This brochure provides information about the qualifications and business practices of Partners In Financial Planning, LLC (“PIFP”). If you have any questions about the contents of this brochure, please contact us at (540) 444-2930 or [stephen@partnersinfinancialplanning.com](mailto:stephen@partnersinfinancialplanning.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Partners in Financial Planning, LLC also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Item 2            Material Changes to Form ADV Part 2A Brochure**

**February 14, 2024 – no material changes**

**February 9, 2023 – no material changes**

**January 5, 2022 - we opened a new office, in Charleston, SC.**

**March 23, 2021 – no material changes**

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#### Item 4 Advisory Business

- A. Partners in Financial Planning, LLC is a limited liability company formed on September 29, 2009 in the state of Delaware. The firm became registered as an Investment Adviser Firm in November 2009. PIFP is owned by James E. Pearman, Jr., Pamela D. Poldiak, Richard K. Bryan, Christopher W. Bishop and Stephen C. Bain. James Pearman is our Managing Member, Stephen Bain is our Chief Compliance Officer, Richard Bryan is our Chief Investment Officer, and Christopher Bishop is our Chief Operating Officer.
- B. As discussed below, we offer our clients (individuals, business entities, trusts, estates, charitable organizations and pension and profit sharing plans, etc.) investment advisory services, personal financial planning services and related consulting services.

#### **INVESTMENT ADVISORY SERVICES**

We provide discretionary investment advisory services on a fixed-fee annual retainer basis. See Item 5 (Fees and Compensation) for additional details on how fees are calculated.

#### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

We may provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone hourly fee basis to a limited number of clients. Prior to engaging Partners in Financial Planning to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with us setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to our firm commencing services.

#### **MISCELLANEOUS**

**Non-Investment Consulting/Implementation Services.** As part of our investment advisory and financial planning engagements, we may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither Partners in Financial Planning, LLC, nor any of its representatives, serves as an attorney or licensed insurance agent, and no portion of our services should be construed as same. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agents, etc.). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation made by our firm. If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. It remains the client's responsibility to promptly notify us if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

**Trade Error Policy.** PIFP shall reimburse accounts for losses resulting from our firm's trade errors, but shall not credit accounts for such errors resulting in market gains. The gains and losses are reconciled within our custodian firms' accounts and PIFP retains the net gains and losses.

**Client Obligations.** In performing its services, PIFP shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify us if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

**Disclosure Statement.** A copy of our written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement or Financial Planning and Consulting Agreement*. Any client who has not received a copy of our written Brochure at least 48 hours prior to executing the *Investment Advisory Agreement or Financial Planning and Consulting Agreement* shall have five business days subsequent to executing the agreement to terminate our services without penalty.

- C. Partners in Financial Planning, LLC shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, we shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on our services.
- D. We do not participate in a wrap fee program.
- E. As of December 31, 2022, Partners in Financial Planning, LLC had \$617,913,976 in total assets under management. All of these assets are being managed on a discretionary basis.

## **Item 5        Fees and Compensation**

- A. Partners in Financial Planning, LLC offers investment advisory services, financial planning services and related consulting services.

### **INVESTMENT ADVISORY SERVICES**

The annual retainer fee for wealth management or asset management services is charged on a quarterly basis and is based on a fixed planning fee component in addition to a percentage of the assets under management. The total fee typically ranges from 0.25% to 1.00% per year depending on the size and complexity of the client's accounts, whether tax preparation is involved, whether there are specifically negotiated fees, and whether they are on a historically grandfathered fee schedule. The specific fee schedule charged is established in a client's written agreement.

For new clients we require prepayment of the first three months of fees, to ensure compensation for our initial financial planning work.

Tax preparation services included in the base annual fee assume simple individual Federal and state income tax returns. Complex individual returns and corporate, trust and estate returns will incur additional fees.

Our annual investment advisory fees shall generally cover both investment advisory services and ongoing financial planning services. In the event that the client requires extraordinary planning and/or consultation services, Partners in Financial Planning may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

#### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

We may provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone hourly fee basis to a limited number of existing clients. We are no longer offering hourly services to new clients. Our hourly fee for financial planning and/or consulting services is negotiable, but shall generally be \$350. Prior to engaging us to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to PIFP commencing services.

- B. Clients may elect to have their advisory fees deducted from their custodial accounts. Both our *Investment Advisory Agreement* and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of our investment advisory fee and to directly remit that management fee to us in compliance with regulatory procedures. In the event that we bill the client directly, payment is due upon receipt of our invoice.
- C. Unless the client directs otherwise or an individual client's circumstances require, we shall generally recommend that TD Ameritrade, Inc. ("*Ameritrade*"), Charles Schwab ("*Schwab*") and/or Fidelity Investments ("*Fidelity*") serve as the broker-dealers/custodians for client investment management assets. Broker-dealers such as *Ameritrade*, *Schwab* and *Fidelity* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Partners in Financial Planning's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom our firm and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "tradeaway" fee charged by *Ameritrade* or *Fidelity*).
- D. Partners in Financial Planning, LLC shall deduct fees and/or bill clients quarterly or semi-annually in advance, based upon the fixed annual fee calculated as described above. A new annual fee will be calculated on the one year anniversary of the client's original contract date, and then a revised fee will be calculated again every two years thereafter. If significant assets are added to the client's investment accounts between fee calculation dates – from inheritances, business sales, retirement account rollovers or other cash inflows – we reserve the right to calculate a new annual fee to be in effect upon the addition of the new assets.

- E. The *Investment Advisory Agreement* between Partners in Financial Planning, LLC and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Partners in Financial Planning, LLC shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing period.
- F. Neither Partners in Financial Planning, LLC, nor its representatives accept compensation from the sale of securities or other investment products.

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

Neither Partners in Financial Planning, LLC nor any supervised person of the firm accepts performance-based fees.

## **Item 7            Types of Clients**

Partners in Financial Planning, LLC's clients shall generally include individuals, business entities, trusts, estates, charitable organizations and pension and profit sharing plans.

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

- A. Partners in Financial Planning, LLC may utilize the following methods of security analysis:
  - Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
  - Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
  - Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

Partners in Financial Planning, LLC may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)

**Please Note: Investment Risk.** Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Partners in Financial Planning, LLC) will be profitable or equal any specific performance level(s).

- B. Partners in Financial Planning, LLC's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis we must have access to current/new market information. PIFP has no control over the dissemination rate of market information; therefore, unbeknownst to us,

certain analyses may be compiled with outdated market information, severely limiting the value of our analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

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

- C. Currently, Partners in Financial Planning, LLC primarily allocates client investment assets among various individual equity and fixed income securities, mutual funds and/or exchange traded funds, on a discretionary and non-discretionary basis in accordance with the client's designated investment objective(s).

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

Partners in Financial Planning, LLC does not have any reportable disciplinary information.

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

- A. Neither PIFP, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither PIFP, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. PIFP does not have any relationship or arrangement that is material to its advisory business or to its clients with any related person.
- D. PIFP does not recommend or select other investment advisors for its clients.

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

- A. Partners in Financial Planning, LLC maintains an investment policy relative to personal securities transactions. This investment policy is part of our overall Code of Ethics, which serves to establish a standard of business conduct for all of our representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, PIFP also maintains and enforces written policies reasonably designed to prevent the misuse of



material non-public information by our firm or any person associated with us.

- B. Neither Partners in Financial Planning, LLC nor any related person of our firm recommends, buys, or sells for client accounts, securities in which we or any related person has a material financial interest.
- C. Partners in Financial Planning, LLC and/or representatives of our firm *may* buy or sell securities that are also recommended to clients. This practice may create a situation where PIFP and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if we did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of our clients) and other potentially abusive practices.

Partners in Financial Planning, LLC has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of our “Access Persons”. Our securities transaction policy requires that all of our Access Persons must provide the Chief Compliance Officer or his/her designee with a written report of the their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person’s current securities holdings at least once each twelve (12) month period thereafter on a date we select; provided, however that at any time that Partners in Financial Planning, LLC has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Partners in Financial Planning, LLC and/or our representatives *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where PIFP and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11 C, we have a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of our Access Persons.

## **Item 12      Brokerage Practices**

- A. In the event that the client requests that Partners in Financial Planning, LLC recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct us to use a specific broker-dealer/custodian), we generally recommend that investment management accounts be maintained at *Ameritrade* and/or *Fidelity*. Prior to engaging our firm to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with us setting forth the terms and conditions under which we shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Partners in Financial Planning, LLC considers in recommending *Ameritrade* and/or *Fidelity* (or any other broker-dealer/custodian to clients) include historical relationship with our firm, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by our clients shall comply with our duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, our investment management fee. Partners in Financial Planning, LLC's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

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

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

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

2. Partners in Financial Planning, LLC does not receive referrals from broker-dealers.
3. PIFP does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and we will not seek better execution

services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by our firm. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

**Please Note:** In the event that the client directs us to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through our firm.

- B. To the extent that Partners in Financial Planning, LLC provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among our clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. PIFP shall not receive any additional compensation or remuneration as a result of such aggregation.

### **Item 13      Review of Accounts**

- A. For those clients to whom we provide investment supervisory services, account reviews are conducted on an ongoing basis. All investment supervisory clients are advised that it remains their responsibility to advise us of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with us on an annual basis.
- B. Partners in Financial Planning, LLC *may* conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client requests.
- C. Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Those clients to whom we provide investment advisory services may also receive a periodic report from us summarizing account activity and performance.

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

- A. As referenced in Item 12.A.1 above, Partners in Financial Planning, LLC may receive an indirect economic benefit from *Ameritrade*, *Schwab* and/or *Fidelity*. We, without cost

(and/or at a discount), may receive support services and/or products from *Ameritrade*, *Schwab* and/or *Fidelity*.

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

- B. Partners in Financial Planning, LLC does not compensate, directly or indirectly, any person for client referrals.

## **Item 15      Custody**

Partners in Financial Planning, LLC shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Those clients to whom we provide investment advisory services may also receive a periodic report from us summarizing account activity and performance.

**Please Note:** To the extent that Partners in Financial Planning, LLC provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by us with the account statements received from the account custodian.

**Please Also Note:** The account custodian does not verify the accuracy of PIFP's advisory fee calculation.

## **Item 16      Investment Discretion**

The client can determine to engage PIFP to provide investment advisory services on a discretionary basis. Prior to us assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming PIFP as client's attorney and agent in fact, granting us full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

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

## **Item 17      Voting Client Securities**

- A. Partners in Financial Planning, LLC does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all

elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact us to discuss any questions they may have with a particular solicitation.

## **Item 18          Financial Information**

- A. Partners in Financial Planning, LLC does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Partners in Financial Planning, LLC is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Partners in Financial Planning, LLC has never been the subject of a bankruptcy petition.

**ANY QUESTIONS: Partners in Financial Planning, LLC's Chief Compliance Officer, Stephen C. Bain, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**