

# **The GenWealth Group, Inc.**

## **Appendix 1 Form ADV: Wrap Program Brochure**

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Maplewood, NJ 07040

973-761-0400

[www.thegenwealthgroup.com](http://www.thegenwealthgroup.com)

March 22, 2011

This wrap fee program brochure provides information about the qualifications and business practices of The GenWealth Group, Inc. If you have any questions about the contents of this Brochure, please contact us at (973) 761-0400 or [kimberly@thegenwealthgroup.com](mailto:kimberly@thegenwealthgroup.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.

The GenWealth Group, Inc. 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 about which you determine to hire or retain an Adviser.

Additional information about The GenWealth Group, Inc. is also available on the SEC's website at [www.advisorinfo.sec.gov](http://www.advisorinfo.sec.gov).

## Item 2 – Material Changes

On July 28, 2010, the United State Securities and Exchange Commission published “Amendments to Form ADV” which amends the disclosure document that we provide to clients as required by SEC Rules. This Wrap Fee Brochure dated March 22, 2011 is a new document prepared according to the SEC’s new requirements and rules. As such, this document is materially different in structure and requires certain new information that our previous brochure did not require.

In the future, this Item will discuss only specific material changes that are made to the Brochure and provide clients with a summary of such changes. We will also reference the date of our last annual update of our brochure.

Pursuant to new SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business’ fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Kimberly DiBlasi, Chief Operations and Compliance Officer at 973-761-0400 or [kimberly@thegenwealthgroup.com](mailto:kimberly@thegenwealthgroup.com). Our Brochure is also available on our website [www.thegenwealthgroup.com](http://www.thegenwealthgroup.com) free of charge.

Additional information about The GenWealth Group, Inc. is also available via the SEC’s web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC’s web site also provides information about any persons affiliated with The GenWealth Group, Inc. who are registered, or are required to be registered, as investment adviser representatives of The GenWealth Group, Inc.

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## Item 4 – Services, Fees and Compensation

### Services

The Genwealth Group Wrap Program, (“The Program”) is an investment advisory program sponsored by The Genwealth Group, Inc. The Program provides individuals, pension and profit sharing plans, charitable organizations, corporations and other business entities the ability to trade in individual debt securities, mutual funds, exchange-traded funds, variable annuities and other eligible securities (collectively “Eligible Securities”) without incurring separate brokerage commissions or transaction charges.

After an analysis of any information provided by the Client to The GenWealth Group, Inc., they shall assist the Client in developing an appropriate investment strategy for the assets in their Account(s). Thereafter, all Clients are encouraged to discuss their needs, goals, and objectives with the Firm and to keep the Firm informed of any changes or updates. The GenWealth Group, Inc., shall contact ongoing Clients at least annually to review its previous services and/or recommendations and to determine whether changes should be made to their Investment Strategy.

The Firm also provides other services to its Clients outside of this Program, including financial planning and consulting. Fees for such other services may be based upon hourly fees and/or that do not include transaction fees, commissions, and other costs, which are incurred separately. The terms and conditions for these other services are set forth in Part IIA of the Firm’s Form ADV, which is available from the Firm upon request.

### Fees

Clients in the Program pay a single annualized fee for participation in the Program (between 0.50% and 1.25%). The annual fee shall vary depending upon the market value of the assets under management and the type of investment management services to be rendered. The GenWealth Group, Inc. uses the fee schedule below as a basis to set its initial management fee. The rate is determined as a fixed percentage based on a blend of the following schedule:

Asset Value	Annual Fee
First \$500,000	1.25%
Next \$500,000	1.00%
Next \$2,000,000	0.75%
Above \$3,000,000	0.50%

The individual Program Fee for each Client will be set forth in the Program Agreement and the Program Fee will not reduce if the Client adds assets that would otherwise bring the client to the next tier on the schedule above. The Program Fee is payable quarterly, in advance, based upon the market value of the Program Assets in the Account(s) on the last day of the previous quarter.

Under the Program, Clients receive both investment advisory services and the execution of transactions in Eligible Securities for a single, combined annualized fee. Participation in the Program may cost the Client more or less than purchasing such services separately. The number of transactions made in the Client's Account(s), as well as the commissions charged for each transaction, will determine the relative cost of the program versus paying for execution on a per transaction basis and paying a separate fee for advisory services. The Program Fee may be higher or lower than fees charged by other sponsors of comparable investment advisory programs.

Clients may make additions to and withdrawals from their Account(s) at any time, subject to the Firm's right to terminate the Account(s). If Program Assets are deposited into or withdrawn from an Account after the inception of a quarter, the fee payable with respect to such assets will be prorated based on the number of days remaining in the quarter. Any amount to be refunded shall be credited towards the Firm's unearned fee in next quarter. However, the Firm designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives.

The Program Agreement and the Client's agreement with the Broker-Dealer or Custodian may authorize the Firm through the Broker-Dealer or Custodian to debit the Client's Account(s) for the amount of the Firm's fee and to directly remit those fees to the Firm in accordance with applicable custody rules. The Broker-Dealer or Custodian has agreed to send a statement to the Client, at least quarterly, indicating all amounts disbursed from the Account(s).

For the initial period of the Program, the first period's fees shall be calculated on a pro rata basis. The Program Agreement will continue in effect until terminated by either party pursuant to the terms of the Program Agreement. The Program Fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the Client, as appropriate, in a timely manner.

Clients may incur certain charges imposed by third parties in addition to the Program Fee such as charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), 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.

Michael Leanza, who is Principal at The GenWealth Group, Inc. receives compensation as a result of a client's participation in this Wrap Fee Program. This compensation may be more than what he would receive if the client participated in other programs or paid separately for investment advice, brokerage and other services. Michael Leanza, therefore, may have a financial incentive to recommend the wrap fee program over other programs or services.

## **Item 5 – Account Requirements and Types of Clients**

The GenWealth Group, Inc. provides financial planning and investment management services to individuals, pension and profit sharing plans, charitable organizations, corporations and other business entities.

The GenWealth Group, Inc. generally imposes a minimum portfolio value of \$250,000 to participate in the wrap fee program. The GenWealth Group, Inc. shall only accept clients with less than the minimum portfolio size if, in the sole opinion of the Firm, the smaller portfolio size will not cause a substantial increase of investment risk beyond the Client's identified risk tolerance. The Firm may aggregate the portfolios of family members to meet the minimum portfolio size. The Firm, in its sole discretion, may negotiate to waive its stated account minimum or charge a lesser Program Fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, *pro bono* activities, etc.).

## **Item 6 – Portfolio Management**

All Clients participating in the Program shall grant the Firm discretionary authority to buy, sell and otherwise trade Eligible Securities for their account and to liquidate previously-purchased securities that the Client has transferred to their Account. Program Assets in the Client's Account(s) designated for a particular Investment Strategy shall be managed by the Principal(s) of the Firm, Michael Leanza.

Clients in the Program are provided with transaction confirmation notices and regular summary account statements directly from the Broker-Dealer or Custodian for the Client Account(s). Clients in the Program will also receive a report from the Firm that may include such relevant Account and/or market-related information such as an inventory of Account holdings and Account performance on a quarterly basis. Clients should compare the account statements they receive from their Broker-Dealer or Custodian with those they receive from the Firm.

## Item 7 – About the Sponsor

The Firm's executive management and all individuals that render investment advisory services on behalf of the Firm must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations. The following individuals are either the Firm's principal executive officers or determine the general investment advice given to Program participants:

**MICHAEL LEANZA**

Born 1966

*Post-Secondary Education:* Seton Hall University – 1991, MBA

Seton Hall University – 1989, B.S., Business Management

*Recent Business Background:* The Genwealth Group, Inc. President, 07/2010- Present

LPL Financial, Registered Representative, 05/2008 – Present

LPL Financial, Investment Adviser Representative, 05/2008 – 09/2010

Banc of America Investment Services, Inc., Senior VP – Investments, 10/2004 – 05/2008

## Item 8 – Industry Activities and Affiliations

Certain of the Firm's Affiliates (as defined in Form ADV), in their individual capacities, are registered representatives of LPL Financial, an SEC registered broker-dealer and member of the FINRA. In such individual capacities, the Firm's Advisory Affiliates may, from time-to-time, recommend investments outside of the Program for which they may receive additional compensation. The opportunity to receive additional compensation for effecting securities transactions outside of the Program or purchasing Eligible Securities in the Program that pay additional compensation to the Advisory Affiliates creates a conflict of interest. As a result of this relationship, LPL Financial may have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about the Firm's clients, even if client does not establish any account through LPL. If you would like a copy of the LPL Financial privacy policy, please contact the Firm.

Additionally, certain of the Firm's Advisory Affiliates are licensed insurance agents with various insurance companies, and in such capacity, may recommend, on a fully-disclosed basis, the purchase of certain insurance products. A conflict of interest exists to the extent that the Firm or its Advisory Affiliates recommend the purchase of insurance products where the Firm or its Advisory Affiliates receive insurance commissions or other additional compensation.

## **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 The GenWealth Group, Inc. or the integrity of The GenWealth Group, Inc.'s management. The GenWealth Group, Inc. has no information applicable to this item.

## **Item 10 – Code of Ethics**

The GenWealth Group, Inc. has adopted a Code of Ethics, pursuant to SEC rule 204A-1, for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. 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 and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at The GenWealth Group, Inc. must acknowledge the terms of the Code of Ethics annually, or as amended.

The GenWealth Group, Inc.'s employees and persons associated with The GenWealth Group are required to follow The GenWealth Group's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of The GenWealth Group, Inc. and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for The GenWealth Group Inc.'s clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of The GenWealth Group, Inc. will not interfere with

1. Making decisions in the best interest of advisory clients and
2. Implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of The GenWealth Group's clients. In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a



client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between The GenWealth Group, Inc. and its clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with The GenWealth Group Inc's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. The GenWealth Group, Inc. will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the Order.

The GenWealth Group Inc.'s clients or prospective clients may request a copy of the firm's Code of Ethics by contacting Kimberly M. DiBlasi.

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

The GenWealth Group, Inc. does not compensate any person or organization for client referrals and no clients of The GenWealth Group, Inc. provide any economic benefit for our investment advice or services.

#### **Item 15 – Financial Information**

Registered investment advisers are required in to provide you with certain financial information or disclosures about The GenWealth Group, Inc's financial condition. The GenWealth Group, Inc. has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of any bankruptcy proceeding.