

# FORM ADV PART 2A DISCLOSURE BROCHURE

PREPARED IN COMPLIANCE WITH  
THE INVESTMENT ADVISORS ACT OF 1940 RULE 204-3(A)



## BlackDiamond Financial

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This brochure provides information about the qualifications and business practices of Black Diamond Financial. Being registered as a registered investment Advisor does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 443-841-7772. 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 Black Diamond Financial (CRD #145108) is available on the SEC's website at <https://adviserinfo.sec.gov/>.

**MARCH 26, 2020**

## **Item 2: Material Changes**

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### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

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### **Material Changes since the Last Update**

This update is in accordance with the required annual filing for Registered Investment Advisors. The material changes since the last brochure update on March 22, 2019 are as follows:

- Item 4 to update the client assets under management.
  - Part 2 B has been updated to disclose new professional designations
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### **Full Brochure Available**

This Brochure delivered is the complete Brochure for the Firm.

## Item 3: Table of Contents

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## **Item 4: Advisory Business**

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### **Firm Description**

Black Diamond Financial, LLC (“BDF” or “Advisor”) has been in business since August 9, 2007, and the principal owners are Matthew P. Goette and Lindsay D. Dryden IV through his control of the Dryden Capital Management Trust.

At Black Diamond Financial, our investment strategy employs a disciplined, low cost, quantitative approach, emphasizing broad diversification and consistent exposure to publicly traded markets globally. We typically invest in low cost, tax-efficient exchange traded funds, or ETFs. We provide holistic investment advice that encompasses our Clients’ total financial picture on a fee-only basis to help achieve their financial goals.

We advise Clients on additional areas of their financial situation, including retirement planning, college savings plans, estate planning and charitable giving. As our Client’s financial “quarterback”, we collaborate with their other advisors regarding insurance, estate planning and taxes to develop a holistic wealth management plan to achieve their goals.

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### **Types of Advisory Services**

#### **ASSET MANAGEMENT**

Black Diamond Financial’s principal offering is providing investment advisory services based on each Client’s specific investment objectives, goals and financial situation. Black Diamond Financial practices custom management of portfolios, on a discretionary basis, according to each Client’s objectives. Black Diamond Financial will consider mutual funds, exchange traded funds, stocks, foreign issuers, options, municipal, government and corporate debt securities, real estate, CD’s and other investments when tailoring a Client’s Investment Policy Statement (“IPS”).

#### **FINANCIAL PLANNING AND CONSULTING**

If extensive financial planning services are applicable, the Client will compensate Black Diamond Financial on an hourly fee or negotiable fixed fee basis described in detail under the “Fees and Compensation” section of this brochure. The advisor may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overweighting of the position(s) in the portfolio, change in risk tolerance of the Client or any risk deemed unacceptable for the Client’s risk tolerance.

Representatives of Black Diamond Financial may also provide general non-securities advice on topics including estate planning, retirement planning, social security, taxes, insurance and mortgage consulting.

#### **ERISA PLAN SERVICES**

Black Diamond Financial offers service to qualified and non-qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit sharing plans, cash balance plans, and deferred compensation plans. Black Diamond Financial may act as a 3(38) advisor:

**3(38) Investment Manager.** Black Diamond Financial can also act as an ERISA 3(38) Investment Manager in which it has discretionary management and control of a given retirement plan's assets. Black Diamond Financial would then become solely responsible and liable for the selection, monitoring and replacement of the plan's investment options.

1. Fiduciary Services include:

- Advisor has discretionary authority and will make the final decision regarding the initial selection, retention, removal and addition of investment options in accordance with the Plan's investment policies and objectives.
- Assist the Plan Sponsor with the selection of a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder.
- Assist the Plan Sponsor in the development of an investment policy statement. The IPS establishes the investment policies and objectives for the Plan.
- Provide discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Plan Sponsor retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5).
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Plan Sponsor on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services include:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. The Advisor's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, the Advisor is not providing fiduciary advice as defined by ERISA to the Plan participants. Advisor will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

Black Diamond Financial may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Advisor and Plan Sponsor.

3. Black Diamond Financial has no responsibility to provide services related to the following types of assets ("Excluded Assets"):
- a. Employer securities;
  - b. Real estate (except for real estate funds or publicly traded REITs);
  - c. Stock brokerage accounts or mutual fund windows;
  - d. Participant loans;
  - e. Non-publicly traded partnership interests;
  - f. Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
  - g. Other hard-to-value or illiquid securities or property.

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#### **Client Tailored Services and Client Imposed Restrictions**

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities. However, if the restrictions prevent Black Diamond Financial from properly servicing the Client's account, or if the restrictions would require Black Diamond Financial to deviate from its standard suite of services, Black Diamond Financial reserves the right to end the relationship. Agreements may not be assigned without written Client consent.

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#### **Wrap Fee Programs**

Black Diamond Financial does not sponsor any wrap fee programs.

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#### **Client Assets under Management**

As of December 31<sup>st</sup>, 2019, Black Diamond Financial had \$320,091,000 Client assets under management on a discretionary basis and \$44,522,000 on a non-discretionary basis.

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### **Item 5: Fees and Compensation**

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#### **Method of Compensation and Fee Schedule**

##### ASSET MANAGEMENT

Black Diamond Financial offers discretionary direct asset management services to advisory Clients. Fees for these services will be based on a percentage of Assets Under Management as follows:

<b>Assets Under Management</b>	<b>Annual Fee</b>
\$1 to \$1,000,000	.75%
\$1,000,001 to \$5,000,000	.50%
\$5,000,001 and Above	.25%

There will be a minimum annual fee of \$3,000 or 3%, whichever is less. The annual fee may be negotiable. Accounts within the same household may be combined for a reduced fee. Fees are billed quarterly in advance based on the amount of assets managed as of the



last business day of the previous quarter. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. Black Diamond Financial will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees, and Client will acknowledge, in writing, any agreement of increase in said fees.

#### FINANCIAL PLANNING FEES

Black Diamond Financial intends to be compensated for its financial planning services by charging fees on either an hourly or fixed fee basis. Black Diamond Financial's fee will be negotiated in advance and will be outlined in each Client's advisory agreement. Payment will be due 50% upon signing of the advisory agreement and the remaining amount due upon delivery of the plan. All plans will be delivered to the Client within sixty (60) days of initial engagement contingent upon all applicable documentation being provided to Advisor. Clients may request to terminate their advisory agreement with Black Diamond Financial, in whole or in part, by giving written notice. Black Diamond Financial also reserves the right to waive the financial planning fee if the Client implements the plan through Black Diamond Financial. Upon termination, any fees paid in advance will be forfeited except if the Client terminates within five (5) days of initial engagement, then a full refund without penalty will be granted to Client.

#### HOURLY FEES

Hourly fees will be assessed at a rate of \$300 per hour, this fee will typically be charged for those Clients requiring assistance with their financial planning needs.

#### FIXED FEES

For Clients requiring a comprehensive financial plan, a flat fee of \$2,000 will be charged.

#### ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and shall not exceed 1%. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets) on the last business day of the previous quarter. If the services to be provided start any time other than the first day of a quarter, the fee will be prorated based on the number of days remaining in the quarter. If the agreement is terminated prior to the end of the fee period, Black Diamond Financial shall be entitled to a prorated fee based on the number of days during the fee period services were provided.

The fee schedule, which includes compensation of Black Diamond Financial for the services is described in detail in the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Each Client may elect to be billed directly or have fees deducted from Plan Assets. Black Diamond Financial does not reasonably expect to receive any additional compensation, directly or indirectly, for its

services. If additional compensation is received, Black Diamond Financial will disclose this compensation, the services rendered, and the payer of compensation.

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#### **Client Payment of Fees**

Investment management fees are billed quarterly in advance based on the amount of assets managed as of the last business day of the previous quarter. Quarterly advisory fees deducted from the Clients' accounts by the custodian may be reflected in a provided fee invoice as fees are withdrawn. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement for a full refund. After five (5) business days of signing the Investment Advisory Agreement, Clients may terminate advisory services with thirty (30) days written notice. Black Diamond Financial will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees, and Client will acknowledge, in writing, any agreement of increase in said fees.

Black Diamond Financial's financial planning fee will be negotiated in advance and will be dictated in each Client's advisory agreement. Final payment will be due 50% upon signing of the advisory agreement and 50% upon delivery of the plan. All plans will be delivered to the Client within sixty (60) days of initial engagement contingent upon all applicable documentation being provided to Advisor. Clients may request to terminate their advisory agreement with Black Diamond Financial, in whole or in part, by giving written notice. Upon termination, any fees paid in advance will be forfeited unless the Client terminates within five (5) days of initial engagement then a full refund will be granted to Client.

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#### **Additional Client Fees Charged**

Clients are responsible for the payment of all third party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by Black Diamond Financial.

Black Diamond Financial, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.). For more details on the brokerage practices, see Item 12 of this brochure.

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#### **Prepayment of Client Fees**

Investment management fees are billed quarterly in advance based on the amount of assets managed as of the last business day of the previous quarter. Quarterly advisory fees deducted from the Client accounts by the custodian may be reflected in a provided fee invoice as fees are withdrawn.

Black Diamond Financial's financial planning fee will be negotiated in advance and will be outlined in each Client's advisory agreement. Payment will be due 50% upon signing of the advisory agreement and the remaining amount due upon delivery of the plan.

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**External Compensation for the Sale of Securities to Clients**

Black Diamond Financial does not receive any external compensation for the sale of securities to Clients, nor do any of the investment advisor representatives of Black Diamond Financial.

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

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**Sharing of Capital Gains**

Fees are not based on a share of the capital gains or capital appreciation of managed securities. Black Diamond Financial does not use a performance-based fee structure because of the conflict of interest. Performance-based compensation may create an incentive for the Advisor to recommend an investment that may carry a higher degree of risk to the Client.

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**Item 7: Types of Clients**

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**Description**

Black Diamond Financial generally provides investment advice to individuals, high-net-worth individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations or business entities. Client relationships vary in scope and length of service.

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**Account Minimums**

Black Diamond Financial requires a \$500,000 account minimum. However, we retain the right to waive that minimum based on various factors like length of Client relationship.

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

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**Methods of Analysis**

Black Diamond Financial begins each Client relationship by developing an understanding of each Client's time horizon, financial goals, tolerance for risk, and income needs. Based on this information, Black Diamond Financial formulates an investment plan, designed to deliver the highest likelihood of long-term success. A crucial feature of this plan is the asset allocation—the method in which assets will be assigned to different investments (stocks, bonds, real estate, cash). Academic studies suggest asset allocation is a vital determinant of investment return and risk (risk and return are highly related). Investing involves uncertainty and risk. Investing requires reduced control and subjects investors to sometimes substantial short-term drops in the price of their investments. However, with risk comes the potential for higher returns over time, which actually reduces other risks—the risk of failing to reach real-life, long-term goals and the risk of inflation eroding principal.

Black Diamond Financial formulates investment portfolios consisting of U.S. stocks, international stocks (developed and emerging markets), U.S. and international real estate, bonds, and cash or cash equivalents and other investments. The work of several Nobel Prize-winning economists suggests that combining various asset classes in a portfolio has historically resulted in higher returns with lower risk when compared to undiversified portfolios.

For exposure to various asset classes, Black Diamond Financial invests primarily in index investments. An index investment is a group of underlying securities, including most or all of the securities in a market or market sector. In the management of an index investment, no attempt is made to beat the market, pick winning securities or to time the market. Rather, by owning all the securities in the market sector an index investment mimics the market's performance. Index investments typically enjoy lower investment costs as compared to "actively managed" funds that attempt to beat the market. Therefore, index investments deliver better long-term performance compared to the majority of actively managed funds.

Black Diamond Financial's index-based investment strategy can be volatile and has risks including the following: (1) Stock market risk, which is the chance that stock prices overall will decline; (2) The risk that the sector a certain ETF follows may underperform broader markets; (3) Interest rate risk; (4) Credit risk of an ETF's underlying bond exposure. Black Diamond Financial generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets.

## **Item 9: Disciplinary Information**

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### **Criminal or Civil Actions**

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

### **Administrative Enforcement Proceedings**

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

### **Self-Regulatory Organization Enforcement Proceedings**

Black Diamond and its management have not been involved in legal or disciplinary events related to past or present investment Clients.

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

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### **Broker-Dealer or Representative Registration**

Neither Black Diamond Financial nor any of its employees are registered representatives of a broker-dealer.

### **Futures or Commodity Registration**

Neither Black Diamond Financial nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

### **Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Neither Black Diamond Financial nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

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**Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

Black Diamond Financial does not recommend or select other investment advisors.

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

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**Code of Ethics Description**

The employees of Black Diamond Financial have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of Black Diamond Financial employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of Black Diamond Financial. The Code reflects Black Diamond Financial and its supervised persons' responsibility to act in the best interest of their Clients.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

Black Diamond Financial policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of Black Diamond Financial may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

Black Diamond Financial's Code is based on the guiding principle that the interests of the Client are our top priority. Black Diamond Financial officers, directors, advisors, and other employees have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either employees or the company.

The Code applies to "Access" persons. "Access" persons are employees who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public. The firm will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

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**Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

Black Diamond Financial and its employees do not recommend to Clients securities in which we have a material financial interest.

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

From time to time, representatives of Black Diamond Financial may buy or sell securities for themselves at or around the same time as Clients. This may provide an opportunity for representatives of Black Diamond Financial to buy or sell securities before or after recommending securities to Clients resulting in representatives profiting off the recommendations they provide to Clients. Such transactions may create a conflict of interest; however, Black Diamond Financial will trade Client's non-mutual fund and non-ETF securities before they trade their own. Black Diamond Financial will always act in the best interest of the Client.

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**Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

Black Diamond Financial and its employees may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest employees are required to disclose all reportable securities transactions. The personal trading review and subsequent follow-up regarding any inappropriate trades helps assure that the personal trading of employees does not affect the markets.

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**Item 12: Brokerage Practices**

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**Factors Used to Select Broker-Dealers for Client Transactions**

Black Diamond Financial may recommend the use of a particular broker-dealer or may utilize a broker-dealer of the Client's choosing. Black Diamond Financial will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. Black Diamond Financial relies on its broker to provide its execution services at the best prices offered. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by Black Diamond Financial.

- *Directed Brokerage*

Black Diamond Financial 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 situations, the Client must negotiate terms and arrangements for their account with that broker-dealer, and Black Diamond Financial will not seek better execution services or prices from other broker-dealers. As a result, a 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.

- *Best Execution*

Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to affect the transaction where a large

block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. Black Diamond Financial does not receive any portion of the trading fees.

- *Soft Dollar Arrangements*

Black Diamond Financial receives no valuable research, product, or service other than execution from a broker-dealer or third-party in connection with Client securities transactions ("soft dollar benefits").

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**Aggregating Securities Transactions for Client Accounts**

Black Diamond Financial maintains the ability to block trade purchases across accounts but will rarely do so. Block trading may benefit Clients by purchasing larger blocks which may result in a lower fee/commission for the transaction; however, Black Diamond Financial does not feel that Clients not engaging in block trading are at a disadvantage due to the best execution practices of our custodian.

**Item 13: Review of Accounts**

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**Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Account reviews are performed quarterly by Investment Advisor Representatives of Black Diamond Financial. Account reviews are performed more frequently when market conditions dictate. Financial planning relationships with Clients are monitored on an ongoing basis to ensure the recommendations made are within the scope of the plan and remain suitable.

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**Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

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**Content of Client Provided Reports and Frequency**

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by the Advisor's custodian. Clients receive confirmations of each transaction in their accounts from their custodian and an additional statement during any month in which a transaction occurs.

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

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**Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

Black Diamond Financial does not receive any economic benefits from external sources.

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**Advisory Firm Payments for Client Referrals**

Black Diamond Financial may enter into agreements with individuals and organizations, which may be affiliated or unaffiliated with Black Diamond Financial, that refer Clients to Black Diamond Financial in exchange for compensation. All such agreements will be in writing and comply with the requirements of Federal or State regulation. If a Client is introduced to Black Diamond Financial by a solicitor, Black Diamond Financial may pay

that solicitor a fee. While the specific terms of each agreement may differ, generally, the compensation will be based upon Black Diamond Financial's engagement of new Clients and is calculated using a varying percentage of the fees paid to Black Diamond Financial by such Clients. Any such fee shall be paid solely from Black Diamond Financial's investment management fee and shall not result in any additional charge to the Client.

Each prospective Client who is referred to Black Diamond Financial under such an arrangement will receive a copy of this brochure and a separate written disclosure document disclosing the nature of the relationship between the solicitor and Black Diamond Financial and the amount of compensation that will be paid by Black Diamond Financial to the solicitor. The solicitor is required to obtain the Client's signature acknowledging receipt of Black Diamond Financial's disclosure brochure and the solicitor's written disclosure statement.

## **Item 15: Custody**

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### **Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to the performance report statements prepared by Black Diamond Financial. Black Diamond Financial is deemed to have constructive custody solely because advisory fees are directly deducted from Client accounts by the custodian on behalf of Black Diamond Financial.

## **Item 16: Investment Discretion**

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### **Discretionary Authority for Trading**

For those Client accounts where Black Diamond Financial provides ongoing supervision, Black Diamond Financial maintains limited power of authority over Client accounts with respect to securities to be bought and sold and amount of securities to be bought and sold. All buying and selling of securities is explained to Clients in detail before an advisory relationship has commenced. Clients may place limitations on our discretionary authority by requesting that we have each transaction approved by the Client before the transaction occurs.

## **Item 17: Voting Client Securities**

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### **Proxy Votes**

Black Diamond Financial does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, Black Diamond Financial may provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.



## **Item 18: Financial Information**

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### **Balance Sheet**

A balance sheet is not required to be provided because Black Diamond Financial does not serve as a custodian for Client funds or securities and Black Diamond Financial does not require prepayment of fees of more than \$1200 per Client and six months or more in advance.

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### **Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

Black Diamond Financial has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

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### **Bankruptcy Petitions during the Past Ten Years**

Neither Black Diamond Financial nor its management has had any bankruptcy petitions in the last ten years.

# SUPERVISED PERSON BROCHURE

FORM ADV PART 2B

Matthew Paul Goette



**BlackDiamond  
Financial**

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This brochure supplement provides information about Matthew Goette and supplements the Black Diamond Financials brochure. You should have received a copy of that brochure. Please contact Matthew Goette if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Matthew Goette (CRD #3114797) is available on the SEC's website at <https://adviserinfo.sec.gov/>.

**MARCH 26, 2020**

## Brochure Supplement (Part 2B of Form ADV)

### Supervised Person Brochure

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#### Principal Executive Officer - Matthew Goette

- Year of birth: 1976
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#### Item 2 Educational Background and Business Experience

##### Educational Background:

BBA Business and Economics, College of William and Mary – 1998

##### Business Experience:

Black Diamond Financial; Member and CCO; 2007 – Present

##### Designations:

CHARTERED FINANCIAL ANALYST (CFA): Chartered Financial Analysts designation is awarded by the CFA Institute. CFA certification requirements:

- Hold a bachelor's degree from an accredited institution or have equivalent educational or work experience.
- Successful completion of all three exam levels of the CFA Program.
- Have 48 months of acceptable professional work experience in the investment decision-making process.
- Fulfill society requirements, which vary by society. Unless you are upgrading from affiliate membership, all societies require two sponsor statements as part of each application; these are submitted online by your sponsors.
- Agree to adhere to and sign the Member's Agreement, a Professional Conduct Statement, and any additional documentation requested by CFA Institute.

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 62,000 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, administered in 10 hours over a two-day period, 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 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 *Standards 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.

Accredited Investment Fiduciary® (AIF®): Accredited Investment Fiduciary designation is awarded from the Center for Fiduciary Studies, LLC. AIF® certification requirements:

- Complete training curriculum.
- Pass the 60 questions AIF® exam with 75% correct answers.
- Sign and agree to abide by a Code of Ethics.
- Complete six hours of continuing professional education, four of which are fi360 Training CE.
- Maintain current contact information in fi360's designee database.
- Submit yearly renewal application with annual dues.

Certified Divorce Financial Analysts® (CDFA): A designation awarded to people with experience in the unique financial circumstances that surround a divorce. The professional training for the certification is focused on understanding and estimating the long-term costs of a divorce.

- Experience - CDFA practitioners must have a minimum of three years work experience in a financial or legal capacity prior to earning the right to use the CDFA certification mark.
- Education - CDFA candidates must also develop their theoretical and practical understanding and knowledge of the financial aspects of divorce by completing a comprehensive course of study approved by the Institute for Divorce Financial Analysts™ (IDFA™).
- Examination - CDFA candidates must complete a four-part Educational Curriculum and Certification Exam that tests their understanding and knowledge of the financial aspects of divorce. The candidate must also demonstrate the practical application of this knowledge in the divorce process by completing a comprehensive case study.
- Ethics - CDFA practitioners agree to abide by a strict code of professional conduct known as the IDFA Code of Ethics and Professional Responsibility, which sets forth their ethical responsibilities to the public, Clients, employers and other professionals. The IDFA may perform a background check during this process and each CDFA candidate must disclose any investigations or legal proceedings relating to his or her professional or business conduct.
- Ongoing Certification Requirements - CDFA practitioners are required to maintain technical competence and to fulfill ethical obligations. Practitioners must pay an annual reinstatement fee. Every two years, they must complete a minimum of fifteen (15) hours of continuing education specifically related to the field of divorce.
- In addition to the biennial continuing education requirement, all CDFA practitioners must voluntarily disclose any public, civil, criminal, or disciplinary actions that may have been taken against them during the past two years as part of the renewal process.

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### **Item 3 Disciplinary Information**

*Criminal or Civil Action:* None to report.

*Administrative Proceeding:* None to report.

*Self-Regulatory Proceeding:* None to report.

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### **Item 4 Other Business Activities**

Matthew Goette is not engaged in any other investment-related business.

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### **Item 5 Additional Compensation**

Other than salary, annual bonuses, or regular bonuses; Matthew Goette does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through Black Diamond Financial, LLC.

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### **Item 6 Supervision**

As the majority owner and representative of Black Diamond Financial, LLC, Matthew Goette supervises all duties and activities. Matthew Goette's contact information is on the cover page of this disclosure document.