

**FORM ADV PART 2A  
DISCLOSURE BROCHURE**



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This brochure provides information about the qualifications and business practices of Leverage Planners Wealth Management, LLC. Being registered as a registered investment adviser 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 425-223-4520. 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 Leverage Planners Wealth Management, LLC (Firm CRD #288599) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

**OCTOBER 28, 2018**

## **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**

Since the last filing of this brochure on August 28th, 2018 the entire brochure has been updated to disclose asset management services.

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### **Full Brochure Available**

This Firm Brochure being 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**

Leverage Planners Wealth Management, LLC was founded in 2017. David Donhoff is 100% owner.

Leverage Planners Wealth Management, LLC is a fee based investment management firm.

Leverage Planners Wealth Management, LLC does not act as a custodian of Client assets.

An evaluation of each Client's initial situation is provided to the Client, often in the form of a net worth statement, risk analysis or similar document. Periodic reviews are also communicated to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the Client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, tax preparers, insurance agents, etc.) are engaged directly by the Client on an as-needed basis and may charge fees of their own. Conflicts of interest will be disclosed to the Client in the unlikely event they should occur.

### **Types of Advisory Services**

#### ASSET MANAGEMENT

Leverage Planners Wealth Management, LLC has also entered into a co-advisory relationship with AE Wealth Management, LLC ("AEWM") to provide discretionary asset management services to our clients. This arrangement allows us to access model portfolios, model managers, strategist, third party money managers, and trading services through AEWM's managed account program. As part of the AEWM program, Clients will give Leverage Planners Wealth Management, LLC and AEWM discretion to select third party, non-affiliated investment managers ("Model Managers") to design and manage model portfolio for their assets. If Leverage Planners Wealth Management, LLC offers services through AEWM, we will provide you with a copy of AEWM's disclosure brochure which contains a detailed description of AEWM's services.

#### SEMINARS AND WORKSHOPS

Leverage Planners Wealth Management, LLC holds seminars and workshops to educate the public on different types of products and investments and the different services they offer. The seminars are educational in nature and no specific investment or tax advice is given. Leverage Planners Wealth Management, LLC does not charge a fee for attendance to these seminars.

#### FINANCIAL PLANNING AND CONSULTING

Leverage Planners Wealth Management, LLC offers planning and consulting services to individuals. The services cover all areas of financial planning to risk management and estate conservation. We specialize in helping our Clients develop a comprehensive and cohesive financial strategy that fits their unique needs and enables them to meet both short and long term objectives. If a conflict of interest exists between the interests of the investment advisor and the interests of the Client; the Client is under no obligation to act upon the investment advisor's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Advisor. Financial plans will be completed and delivered inside of sixty (60) days.

#### NEWSLETTERS

Leverage Planners Wealth Management, LLC creates newsletters to educate and update Clients. Leverage Planners Wealth Management, LLC does not charge a fee for this service.

## SOLICITOR ARRANGEMENTS

Leverage Planners Wealth Management, LLC solicits the services of Third Party Money Managers (“TPM”) to manage Client accounts. In such circumstances, Leverage Planners Wealth Management, LLC receives solicitor fees from the TPM. Leverage Planners Wealth Management, LLC will be soliciting for Cantor Fitzgerald Investment Advisor, L.P. and Brookstone Capital Management, LLC. Leverage Planners Wealth Management, LLC acts as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. Leverage Planners Wealth Management, LLC helps the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client, will provide the TPM with any changes in Client status as provide to Leverage Planners Wealth Management, LLC by the Client and review the quarterly statements provided by the TPM. Leverage Planners Wealth Management, LLC will deliver the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM. Clients placed with TPMs will be billed in accordance with the TPM’s Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

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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.

Agreements may not be assigned without written Client consent.

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### **Wrap Fee Programs**

Leverage Planners Wealth Management, LLC does not sponsor a wrap fee program.

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### **Client Assets under Management**

As of October 15, 2018, Leverage Planners Wealth Management, LLC has no client assets under management.

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

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

#### ASSET MANAGEMENT

Services provided through AEWM’s managed account program are offered both on a non-wrap fee basis and through a wrap fee program. If you choose to receive services through the wrap fee program, you will only pay fees based on assets under management and you will not pay a separate commission, ticket charge, or custodian fee, for the execution of transactions in your account. AEWM and Leverage Planners Wealth Management, LLC will receive a portion of the fee as compensation for services. When services are provided through AEWM, Leverage Planners Wealth Management, LLC will charge a maximum annual fee of 1.75% of the assets under management, with 1.00% being retained by Leverage Planners Wealth Management, LLC and 0.75% retained by AEWM. The annual fee will be specified in your co-advisory agreement with AEWM and Leverage Planners Wealth Management, LLC. A more detailed description of fees related to AEWM’s managed account program is located in AEWM’s disclosure brochure which will be provided to when Leverage Planners Wealth Management, LLC offers services through AEWM. Leverage Planners Wealth Management, LLC may charge more or less for the same service than other Co-advisor/investment adviser representatives of AEWM.

Fees are charged monthly in arrears calculated based on the average daily balance of the Account during the billing period. Fees are prorated based on the number of days service is provided during each billing period. If managed account services are commended in the

middle of the billing period, the prorated fee for that billing period will be billed in arrears at the end of that billing period.

#### SEMINARS AND WORKSHOPS

Leverage Planners Wealth Management, LLC holds seminars and workshops to educate the public on different types of investments and the different services they offer. Leverage Planners Wealth Management, LLC does not charge a fee to attend these seminars.

#### FINANCIAL PLANNING AND CONSULTING

Leverage Planners Wealth Management, LLC does not charge a fee for its planning and consulting services for investment advisory Clients.

#### SOLICITOR FEES

Leverage Planners Wealth Management, LLC has entered into Solicitor Agreements with Efficient Market Advisors, LLC and Brookstone Capital Management, LLC. When a Client enters into an agreement with Leverage Planners Wealth Management, LLC, the Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. If the Client allows the third party money manager to directly deduct the fee from their account, every time the third party money manager charges a fee, the third party money manager will be responsible for sending the Client an invoice that includes; the fee, the formula used to calculate the fee(s), and the time period covered by the fee(s).

Clients may go directly to the third party money manager for advisory services.

Leverage Planners Wealth Management, LLC does not charge the Client directly for these services. The Third Party Money Manager will charge the Clients an asset management fee and pay Leverage Planners Wealth Management, LLC a portion of that fee for referring the Client to them for asset management services. The fees are as follows:

#### ***Cantor Fitzgerald Investment Advisors, L.P. ("CFIA") CRD#159296***

CFIA is an SEC registered investment advisor offering portfolio models using Strategic, Tactical, and Opportunistic Asset Allocation Techniques. CFIA's minimum account value required is generally \$100,000. The fee will be disclosed to the Client in the Investment Advisory Agreement and are negotiable. For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported will be valued at the last reported sale price on the principal market in which they are traded (or, if there are no sales on such date, then at the mean between the closing bid and asked prices on such date). Other readily marketable securities will be priced using a pricing service or through quotations from one or more broker-dealers. All other assets shall be valued at fair value by CFIA whose determination shall be conclusive. If Client has a question or disagreement on the valuation of the assets, they will be directed to CFIA's Client services department. The Client's fee for these services will be based on a percentage of assets under management as follows:

CFIA Portfolio Fee Schedule			
Account Size	Maximum Annual Fee	CFIA Fee	Leverage Planners Wealth Management, LLC Retention
\$0 to \$500,000	1.75%	0.50%	1.25%
\$500,000 to \$1,000,000	1.45%	0.45%	1.00%
Over \$1,000,000	1.15%	0.40%	0.75%



The Account Fee is generally paid to CFIA quarterly in advance (on occasion, an accommodation may be made for the fee to be paid in arrears), with payment due within 10 days from the date of the invoice.

Fees for partial quarters at the commencement or termination of the IAA will be billed or refunded, as applicable on a pro-rated basis contingent on the number of days the account was open during the quarter. Any amount owed back to the Client is refunded the following quarter by check to the Client's address on record.

The relationship between Leverage Planners Wealth Management, LLC and the Third Party Money Managers will be disclosed to the Client in writing prior to commencement of the services. Leverage Planners Wealth Management, LLC does not charge additional management fees for Third Party managed account services.

Client's signature is required to confirm consent for services within Third Party Investment Agreement. Client will initial Leverage Planners Wealth Management, LLC's Investment Advisory Agreement to acknowledge receipt of Third Party fee Schedule and required documents including Form ADV Part 2 disclosures.

Leverage Planners Wealth Management, LLC's fees may be negotiated at their sole discretion. Fees charged by CFIA may be negotiable solely at the discretion of CFIA.

***Brookstone Capital Management, LLC ("BCM") CRD#141413***

BCM sponsors a wrap program which will be disclosed in their Appendix 1. Leverage Planners Wealth Management, LLC will be compensated via a fee share from BCM to which it directs Clients. This relationship will be disclosed in the contract between Leverage Planners Wealth Management, LLC and BCM. BCM typically has a minimum account size requirement between \$10,000 and \$300,000, depending on the program selected. BCM may, at its discretion, accept accounts below the minimum required amount.

Pursuant to an investment advisory contract signed by each Client, the Client will pay BCM a quarterly Management/Wrap Program Fee, payable in arrears, based on the amount of the assets to be managed by the advisor as of the opening of business on the first business day of each quarter. These fees cover (i) an initial analysis and periodic re-evaluation of the Client's investment objectives and needs, and discretionary allocation among portfolio managers, (ii) all advisory services, including fees of portfolio managers, (iii) account statements, (iv) execution, and (v) custody.

The Investment Advisor Representative who recommends the Program receives compensation as a result of a Client's participation in the program. The amount of this compensation may be more than what the advisory representative would receive if the program Client paid separately for investment advices, brokerage and other services. The investment advisor representative may therefore have a financial incentive to recommend the program over other programs and services. BCM may use both internal and external portfolio managers and they would receive between 1/3 and 1/2 of the BCM advisory fee. The use or non-use of a portfolio manager does not affect the fee a Client pays.

**Fee Schedule I (Wrap Fee Program)**

*This Fee Schedule is for the following portfolios (break points are per account)*

**BCM Portfolios:**

Current Income - Municipal Bonds - Best Ideas - Inflation Protection

**Morningstar Portfolios:**

Absolute Return – Income and Growth – Moderate Growth – Growth – Aggressive Growth – ETF Conservative – ETF Income and Growth – ETF Moderate Growth – ETF Growth – ETF Aggressive Growth – Retirement Income Ultra-Short Range - Retirement Income Short Range - Retirement Income Mid-Range - Retirement Income Long Range

**Other**

Swan Defined Risk Fund

The fees shared will not exceed any limit imposed by any regulatory agency and will not exceed the schedule below. Risk tolerance levels will be documented in the Investment Policy Statement, which will be given to each Client. Fees for these services will be based on a percentage of Assets Under Management as follows:

Brookstone Wrap Fee Schedule I			
Account Size	Maximum Annual Fee	BCM Fee	Leverage Planners Wealth Management, LLC Retention
Up to \$500,000	1.80%	0.80%	1.00%
Next \$500,000	1.60%	0.70%	0.90%
Next \$1,000,000	1.25%	0.50%	0.75%
Next \$3,000,000	0.90%	0.40%	0.50%

**Fee Schedule III (Wrap Fee Program)**

*This Fee Schedule is for the following portfolios (break points are per account)*

**Separately Managed Accounts:**

BTS Bond Asset Allocation – Canterbury Portfolio Thermostat – CMG Opportunistic All Asset – OceanPark High Yield Corporate Bond – SMARToption Classic & Select – Van Hulzen Covered Call/Covered Call ETF – Horizon Christian Values and Socially Responsible – Zega High Probability Options

**Morningstar Portfolios:**

Tortoise Select Stock – Hare Select Stock – Dividend Select Stock – U.S. Wide Moat Select Stock

Brookstone Wrap Fee Schedule III			
Account Size	Maximum Annual Fee	BCM Fee	Leverage Planners Wealth Management, LLC Retention
Up to \$500,000	2.25%	1.25%	1.00%
Next \$500,000	2.00%	1.15%	0.85%
Next \$1,000,000	1.75%	1.00%	0.75%

The Client agrees to pay a fee quarterly, in arrears, for the advisory services provided by BCM pursuant to this agreement. The fee will be calculated based on the value of the account on the last day of the quarter, prorated to the number of days the account is funded, the value will be determined by the account value determined by the custodian. The Client understands to the extent that the assets are allocated to mutual fund shares, exchange traded fund shares and unit investment trusts certain costs may be associated with the ownership of such shares as described in each prospectus. While you will not be charged brokerage commissions under this Wrap Fee Program, please note that your brokerage account may be charged a service charge by the clearing firm, as well as potential account opening, closing, or similar servicing fees, in addition to your wrap fees. Certain IRA accounts may be charged custodial or other service fees as well. If your account is invested in mutual funds, the mutual fund company may assess administrative

charges against your investment in that fund. These fees are not charged by Brookstone, but rather by the product sponsor, brokerage firm, or custodian firm. In the normal course of effecting transactions, prices for certain trades made on behalf of your account may include markups, mark-downs, and spread differentials. The Client agrees to be charged the above-referenced fees applicable with the Investment Account. Clients should be aware that the fee(s) may be higher than normally charged in the industry and that similar services may be offered by another adviser at a lower fee.

Leverage Planners Wealth Management, LLC's fees may be negotiated at their sole discretion. BCM's fees may be negotiated at their sole discretion. Asset management fees will be automatically deducted from the Client account on a quarterly basis by the custodian.

Clients may terminate their advisory contract with BCM, in whole or in part, by providing 30 days written notice. If the Form ADV Part 2 is not delivered at least forty eight (48) hours before the Client enters into the contract, then the Client has the right to terminate the contract within five (5) business days after entering into it without penalty. Upon termination, any fees paid in advance will be prorated to the date of the termination and any excess will be refunded to the Client. Client's advisory agreement with the Advisor is non-transferable without Client's written approval.

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

Asset management fees are charged monthly in arrears and are typically deducted from the Clients account. Clients pay the third party money managers' investment advisory fees. Prior to signing an investment advisory agreement, the method of payment will be disclosed in the third party money manager's Form ADV Part 2.

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

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling and miscellaneous fees (fee levied to recover costs associated with fees assessed by self regulatory organizations).

For more details on the brokerage practices, see Item 12 of this brochure.

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

Leverage Planners Wealth Management, LLC does not require any prepayment of Client fees.

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

Leverage Planners Wealth Management, LLC does not receive any external compensation for the sale of securities to Clients, nor do any of the investment advisor representatives of Leverage Planners Wealth Management, LLC.

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

#### **Sharing of Capital Gains**

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

Leverage Planners Wealth Management, LLC does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the Client.

## Item 7: Types of Clients

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### Description

Leverage Planners Wealth Management, LLC generally provides investment advice to individuals. Client relationships vary in scope and length of service.

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### Account Minimums

Account minimums are determined by the third party money managers Leverage Planners Wealth Management, LLC refers its' Clients to.

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

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### Methods of Analysis

Security analysis methods may include fundamental analysis, technical analysis, and cyclical analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis involves evaluating a stock using real data such as company revenues, earnings, return on equity, and profits margins to determine underlying value and potential growth. Technical analysis involves evaluating securities based on past prices and volume. Cyclical analysis involves analyzing the cycles of the market.

Third party money managers utilized by Leverage Planners Wealth Management, LLC may use various methods of analysis to determine the proper strategy for the Client referred and these will be disclosed in the third party money manager's Form ADV Part 2. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

The main sources of information used by third party money managers may include financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

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### Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes an Investment Policy Statement, Risk Tolerance or similar form that documents their objectives and their desired investment strategy.

Each Client completes the third party money manager's paperwork that documents their objectives, assets and desired investment strategy. The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time.

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### Security Specific Material Risks

All investment programs have certain risks that are borne by the investor.

Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk. Risks involved in technical analysis are inflation risk, reinvestment risk, and market risk. Cyclical analysis involves inflation risk, market risk, and currency risk.

Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with Journey:

- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

- *Market Risk:* The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Financial Risk:* Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

The risks associated with utilizing third party money managers include:

- Manager Risk
  - TPM fails to execute the stated investment strategy
- Business Risk
  - TPM has financial or regulatory problems
- The specific risks associated with the portfolios of the third party money manager's which is disclosed in the TPM's Form ADV Part 2.

## **Item 9: Disciplinary Information**

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### **Criminal or Civil Actions**

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

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### **Administrative Enforcement Proceedings**

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

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**Self Regulatory Organization Enforcement Proceedings**

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

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

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**Broker-Dealer or Representative Registration**

No investment adviser representatives of Leverage Planners Wealth Management, LLC are registered representatives of a broker-dealer.

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**Futures or Commodity Registration**

Neither Leverage Planners Wealth Management, LLC nor its employees are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

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

David Donhoff is an insurance agent and investment advisor representative with No Bull Financial, LLC dba Leverage Planners Insurance Services. Mr. Donhoff spends approximately 80% of his time in this capacity. From time to time, he will offer Clients products and/or services from these activities.

This represents a conflict of interest because it gives an incentive to recommend products and services based on the commission or fee received. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another insurance agent or investment advisor of their choosing.

Leverage Planners Wealth Management, LLC receive a portion of the fee collected by EP Cloud, an Estate Planning Solutions company, to whom Leverage Planners Wealth Management, LLC refers Clients.

This represents a conflict of interest because it gives an incentive to recommend products and services based on the fee received. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Clients first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another agency of their choosing.

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

Leverage Planners Wealth Management, LLC solicits the services of Third Party Money Managers ("TPM") to manage Client accounts. In such circumstances, Leverage Planners Wealth Management, LLC receives solicitor fees from the TPM. Leverage Planners Wealth Management, LLC acts as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. Leverage Planners Wealth Management, LLC is responsible for:

- helping the Client complete the necessary paperwork of the TPM;
- providing ongoing services to the Client;
- updating the TPM with any changes in Client status which is provided to Leverage Planners Wealth Management, LLC by the Client;
- reviewing the quarterly statements provided by the TPM; and

- delivering the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

Clients placed with TPMs will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. **When referring Clients to a third party money manager, the Client's best interest will be the main determining factor of Leverage Planners Wealth Management, LLC.**

These practices represent conflicts of interest because Leverage Planners Wealth Management, LLC is paid a Solicitor Fee for recommending the TPM and may chose to recommend a particular TPM based on the fee Leverage Planners Wealth Management, LLC is to receive. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to act in the best interest of the Clients. Clients are not required to accept any recommendation of TPMs given by Leverage Planners Wealth Management, LLC and have the option to received investment advice through other money managers of their choosing.

## **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 Leverage Planners Wealth Management, LLC have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of Leverage Planners Wealth Management, LLC employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of Leverage Planners Wealth Management, LLC. The Code reflects Leverage Planners Wealth Management, LLC and its supervised persons' responsibility to act in the best interest of their Client.

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.

Leverage Planners Wealth Management, LLC' 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 Leverage Planners Wealth Management, LLC 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.

Leverage Planners Wealth Management, LLC' Code is based on the guiding principle that the interests of the Client are our top priority. Leverage Planners Wealth Management, LLC' 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**

Leverage Planners Wealth Management, LLC 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**

Leverage Planners Wealth Management, LLC employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest, employees are required to disclose all reportable securities transactions as well as provide Leverage Planners Wealth Management, LLC with copies of their brokerage statements.

The Chief Compliance Officer of Leverage Planners Wealth Management, LLC is David Donhoff. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of the firm receive preferential treatment over employee transactions.

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**Item 12: Brokerage Practices**

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

Leverage Planners Wealth Management, LLC does not select broker-dealers for Client transactions, the broker-dealer will be recommended by the money manager being used.

- *Directed Brokerage*  
Leverage Planners Wealth Management, LLC utilizes third party money managers and therefore it does not take direction from Clients as to what broker-dealer to use.
- *Best Execution*  
Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. Leverage Planners Wealth Management, LLC does not exercise discretion of Client accounts, and only has discretion over the managers chosen.
- *Soft Dollar Arrangements*  
Leverage Planners Wealth Management, LLC does not maintain any soft dollar arrangements.

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**Aggregating Securities Transactions for Client Accounts**

Leverage Planners Wealth Management, LLC does not trade individual securities for its or its Clients' accounts and therefore aggregation of securities transactions is not applicable.

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**Item 13: Review of Accounts**

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

Accounts are reviewed on a quarterly basis by David Donhoff of Leverage Planners Wealth Management, LLC. Account reviews are performed more frequently when market conditions dictate.

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

Leverage Planners Wealth Management, LLC does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. The Chief Compliance Officer of



Leverage Planners Wealth Management, LLC is David Donhoff. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of the firm receive preferential treatment over employee transactions.

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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 third party money manager's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

Leverage Planners Wealth Management, LLC does not provide written reports to Clients.

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**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**

Leverage Planners Wealth Management, LLC receives a portion of the annual management fees collected by the third party money managers to whom Leverage Planners Wealth Management, LLC refers Clients.

This situation creates a conflict of interest because Leverage Planners Wealth Management, LLC and/or its Investment Advisor Representative have an incentive to decide what third party money managers to use because of the higher solicitor fees to be received by Leverage Planners Wealth Management, LLC. However, when referring Clients to a third party money manager, the Client's best interest will be the main determining factor of Leverage Planners Wealth Management, LLC.

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**Advisory Firm Payments for Client Referrals**

Leverage Planners Wealth Management, LLC does not compensate for Client referrals.

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**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 any performance report prepared by the third party money managers.

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**Item 16: Investment Discretion**

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**Discretionary Authority for Trading**

Leverage Planners Wealth Management, LLC will assume discretionary authority over client account because AEWM's Co-Advisory program provides discretionary authority for Leverage Planners Wealth Management, LLC to select/hire and fire Model Managers. The Co-Advisory Client Agreement grants Leverage Planners Wealth Management, LLC and AEWM discretionary authority over the client account while the client account documents for Fidelity and TD Ameritrade contain limited powers of attorney clauses that grant this authority as well.

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

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### **Proxy Votes**

Leverage Planners Wealth Management, LLC 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, Leverage Planners Wealth Management, LLC will 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 Leverage Planners Wealth Management, LLC does not serve as a custodian for Client funds or securities and Leverage Planners Wealth Management, LLC does not require prepayment of fees of more than \$500 per Client and six months or more in advance.

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

Leverage Planners Wealth Management, LLC has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

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

Leverage Planners Wealth Management, LLC nor its management personnel has had any bankruptcy petitions in the last ten years.

## **Item 19: Requirements for State Registered Advisors**

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### **Principal Executive Officers and Management Persons**

The education and business background for all management and supervised persons can be found in the Part 2B of this Brochure.

### **Outside Business Activities**

The outside business activities for all management and supervised persons can be found in the Part 2B of this Brochure.

### **Performance Based Fee Description**

Mr. Donhoff does not receive any performance based fees.

### **Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons**

Mr. Donhoff does not have any disclosures to report.

### **Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities**

There are no material relationships with issuers of securities to disclose.

Item 1 Cover Page  
**SUPERVISED PERSON BROCHURE**  
FORM ADV PART 2B

David W. Donhoff



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This brochure supplement provides information about David W. Donhoff and supplements Leverage Planners Wealth Management, LLC' brochure. You should have received a copy of that brochure. Please contact David W. Donhoff if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about David W. Donhoff (CRD #6658159) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**OCTOBER 28, 2018**

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

### Supervised Person Brochure

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#### Principal Executive Officer - David W. Donhoff

- Year of birth: 1962
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#### Item 2 Educational Background and Business Experience

Educational Background:

- San Diego State University; Bachelor of Science in Business Administration; 1987

Business Experience:

- Leverage Planners Wealth Management, LLC; Investment Advisor Representative; 07/2016 – Present
  - No Bull Financial, LLC dba Leverage Planners Insurance Services; Investment Advisor Representative; 07/2016 – Present
  - No Bull Financial, LLC dba Leverage Planners; Owner/Insurance Agent; 09/2001 - Present
  - Leverage Planners; Owner/Mortgage Broker; 01/2010 – 08/2015
  - No Bull Mortgage; Owner/Mortgage Broker; 09/2001 – 01/2010
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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

David Donhoff is an insurance agent and investment advisor representative with No Bull Financial, LLC dba Leverage Planners Insurance Services. Mr. Donhoff spends approximately 80% of his time in this capacity. From time to time, he will offer Clients products and/or services from these activities.

This represents a conflict of interest because it gives an incentive to recommend products and services based on the commission or fee received. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another insurance agent or investment advisor of their choosing.

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#### Item 5 Additional Compensation

Mr. Donhoff receives additional compensation in his capacity as an insurance agent, but he does not receive any performance based fees.

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#### Item 6 Supervision

Since Mr. Donhoff is the sole owner of Leverage Planners Wealth Management, LLC, he is solely responsible for all supervision and formulation and monitoring of investment advice offered to Clients. He will adhere to the policies and procedures as described in the firm's Compliance Manual.

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#### Item 7 Requirements for State-Registered Advisors

*Arbitration Claims:* None to report.

*Self-Regulatory Organization or Administrative Proceeding:* None to report.

*Bankruptcy Petition:* None to report.

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