

# **Form ADV Part 2A – Disclosure Brochure**

**of**

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This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Windecker Financial Planning LLC (“WFP” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at **571-310-3520** or email us at: **[gwindecker@windeckerfp.pro](mailto:gwindecker@windeckerfp.pro)**.

The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. This Disclosure Brochure provides information about WFP to assist you in determining whether to retain the Advisor.

Additional information about WFP and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD#299409.

## Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of WFP. For convenience, we have combined these documents into a single disclosure document.

WFP encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Initial Brochure

There are no material changes from the previous submission.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, our response to changes in regulations, and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a summary of material changes will be provided to each Client annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD#299409. You may also request a copy of this Disclosure Brochure at any time, by contacting us at **571-310-3520** or email us at: **[gwindecker@windeckerfp.pro](mailto:gwindecker@windeckerfp.pro)**.

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## **Item 4 – Advisory Business**

### **A. Firm Information**

Windecker Financial Planning LLC (“WFP” or the “Advisor”) was formed in 2018.

George H. Windecker Jr. is the sole beneficial owner and principal of the WFP. His ownership of WFP is held through the George H. Windecker Jr. Revocable Inter-Vivos Trust. WFP is organized as a manager-managed limited liability company under the laws of the Commonwealth of Virginia. Mr. Windecker is the manager and President of the Firm. Hilary S. Olsin-Windecker, his spouse, is the assistant manager and Vice President of the Firm, whose duties are solely administrative. Financial planning and investment management services are provided solely by Mr. Windecker.

WFP acts as a fiduciary to its Clients, as defined under applicable laws and regulations. As such, each recommendation made as part of the advisory services is based on the belief that the recommendation is in the Client’s best interest. Our fiduciary commitment to each Client is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see *Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading*.

### **B. Advisory Services Offered.**

WFP provides fee-only financial planning and investment consulting services to individuals and families regardless of income or net worth (each referred to as a “Client”).

#### Financial Planning Services

WFP provides a variety of financial planning services to Clients, pursuant to a written agreement setting forth an agreed scope of work. Services are offered in several areas of a Client’s financial situation, depending on their goals, objectives, and financial situation.

WFP prepares formal financial plans based on the Client’s goals and objectives, taking account of their financial situation. This planning may encompass one or more areas of need, including but not limited to, budgeting and cash management, personal savings, education savings, risk management, retirement planning, estate planning, and other areas of a Client’s financial situation.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the

Client. For example, recommendations may be made that the Client start or revise their investment programs, obtain insurances, obtain a will or other estate planning documents, commence or alter retirement savings, or establish education savings or charitable giving programs.

WFP may also refer Clients to an accountant, attorney, or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide advice with respect to a more limited scope of work. In other situations, the Advisor will prepare a written summary of a Client's financial situation, together with the Advisor's observations and recommendations. One-time comprehensive financial plans are typically completed within four months of contract date, assuming all information and documents requested are provided promptly. In yet other situations, the Advisor will partner with the Client to provide continuing planning advice to revise, monitor, and implement a financial plan.

Financial planning recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. For example, if the Advisor recommends that a Client engage the Advisor to address a broader scope of work or revise, monitor, and implement a financial plan, this presents a conflict of interest. The recommendation would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to take the action through the Advisor.

### Investment Consulting Services

In addition to its financial planning services, WFP provides investment consultations, comprising the preparation of an investment policy statement (IPS) and advising on asset association, investment selection, and tax efficient investment strategies.

WFP provides customized investment solutions for its Clients. This is achieved by developing an investment policy statement together with its Client to guide and direct the investment activity. The Advisor works closely with each Client to identify their investment goals and objectives, assess their risk tolerance, and understand and take account of their financial situation in order to create a portfolio strategy. The Advisor will assess a Client's risk tolerance through a series of discussions which will most usually be conducted by telephone. The Advisor may also use a short questionnaire to assist in assessing a Client's risk tolerance. The Advisor will prepare and review with each client a written Investment Policy Statement (IPS), which will be incorporated into the financial advisory agreement which each Client signs. The Advisor will construct a portfolio which may utilize diversified or sector-specific mutual funds or exchange-traded funds, or bonds to meet the needs of its

Client in accordance with the IPS. The Advisor may also recommend retaining certain types of investments based on a Client's legacy portfolio construction.

WFP's overall investment philosophy is primarily focused on holding diversified portfolios to achieve long-term investment results. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be recommended be held in their respective portfolio. These restrictions typically include requests for a particular mutual fund family, exclusion of certain stocks, sectors or investment vehicles, use of socially conscious criteria, or inclusion of funds provided with no transaction fee at a particular brokerage firm.

WFP evaluates and selects investments to recommend for inclusion in a Client's portfolios only after applying its internal due diligence process. WFP may recommend, on occasion, redistributing investment allocations to diversify the portfolio. WFP may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. WFP 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, overvaluation or overweighting of the position or positions in the portfolio, changes in risk tolerance of the Client, generating cash to meet a Client's needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will WFP manage any discretionary or non-discretionary Client accounts or accept or maintain custody of any Client's funds or securities. Clients may accept or reject the Advisor's investment recommendations. All Client assets will be managed by the Client, who will be responsible for implementing any Advisor recommendations the Client accepts, and for monitoring and managing Client securities accounts.

### Educational Presentations and Workshops

WFP provides educational presentations and workshops for groups desiring general advice on investments and personal finance. Topics may include issues related to budgeting and saving, debt management, college funding and estate planning, and retirement strategies. Our workshops are educational in nature and do not involve the sale of insurance or investment products. Information which WFP may present will not be based on any one person's need, nor does WFP provide individualized investment advice to attendees during general educational sessions.

In addition to providing educational presentations and workshops, Mr. Windecker publishes on his website, <https://windeckerfp.pro>, free of cost or fee to readers of his website, information and educational content on personal finance related topics, including investing.

## **C. Client Account Management**

Prior to engaging WFP to provide financial planning or investment consulting services, each Client is required to enter into a financial advisory agreement with the Advisor that defines the terms, conditions, authority, and responsibilities of the Advisor and the Client. These services may include:

- Financial Planning Services – WFP provides limited or comprehensive financial plans or investment consultations, on a one-time or retainer basis, in accordance with a specific scope of work incorporated into a financial advisory agreement entered into with each Client.
- Establishing an Investment Policy Statement – WFP, based on information from the Client, develops a statement that summarizes the Client’s investment goals and objectives along with the broad strategy or strategies to be employed to meet the objectives, taking account of the time horizon, financial situation, and tolerance for risk of the Client.
- Asset Allocation – WFP recommends the allocation of assets strategically to achieve the Client’s investment objectives based on the Client’s IPS.
- Portfolio Construction – WFP develops a portfolio for each Client that is intended to meet the stated goals and objectives of the Client as set forth in the Client’s IPS.
- Management and Supervision – WFP provides review, management, and ongoing oversight of the Client’s financial plans and, in accordance with the Client’s IPS, periodic review and consultation with respect to the Client’s investment portfolio.

## **D. Wrap Fee Programs**

WFP does not participate in any wrap fee programs nor does it manage or place Client assets into a wrap fee program.

## **E. Assets Under Management**

As stated in Item 4.B. above, at no time will WFP manage any discretionary or non-discretionary Client accounts or accept or maintain custody of any Client’s funds or securities.

## **Item 5 – Fees and Compensation**

The following paragraphs describe the fee structure and methods of compensation for services provided by the Advisor. Each Client engaging the Advisor for services described in this Disclosure Brochure is required to enter into one or more agreements with the Advisor.

WFP is a fee-only firm. WFP does not sell annuities, insurance, limited partnerships, or any commissioned products. WFP is not affiliated with any broker-dealer or any entity which sells commissioned products. WFP accepts no commissions of any kind. No finder's fees are accepted or paid by WFP in connection with any client referral or investment transaction.

### **A. Fees for Advisory Services**

#### Financial Planning Services and Investment Consulting Services

WFP offers financial planning and investment consulting services on an hourly basis at \$250 per hour. WFP requires a minimum one hour of engagement. After the initial hour of consultation, WFP will invoice the Client for any additional time spent in quarter-hour increments. Fees may be negotiable based on the nature and complexity of the services to be provided and the Client's overall relationship with the Advisor. Prior to engaging for these services, WFP will provide to the Client an estimate of total hours and overall costs of agreed services, or quote a fixed fee with respect to the agreed services.

For Clients desiring a one-time comprehensive financial plan, WFP offers its financial planning and investment consulting services for a fixed fee of \$3,000, payable \$1,000 in arrears after each of three virtual meetings of the Client with the Advisor. WFP creates a financial plan addressing the Client's major financial planning issues as of the date of the delivery of the final report.

For Clients desiring to partner with a financial planner on a continuous basis, WFP offers its financial planning and investment consulting services on a retainer basis, generally at an annual fee of \$4,000 per year, payable \$1,000 in arrears after each quarter-annual virtual meeting of the Client with the Advisor. WFP advises its retainer-based Clients on major financial planning issues on a regularly scheduled basis, holding a virtual meeting at least four times annually with its Client. Each regularly scheduled quarter-annual meeting is devoted to an agreed agenda of major financial planning issues, so that the Client receives a comprehensive review of all major financial planning issues each year.

These fees (one-time financial plan and retainer fees) may be negotiable at the discretion of the Advisor depending on the nature and complexity of each Client's circumstances.

## Educational Presentations and Workshops

WFP may provide educational presentations and workshops to organizations or groups on an hourly or fixed-fee basis. Fees are negotiable, and may be waived entirely, based on the nature and complexity of the presentation or workshop to be provided and the organization's or group's overall relationship with the Advisor. Prior to engaging for these services, WFP will typically provide to the organization or group an estimate of total hours and overall costs or agree a fixed fee for the presentation or workshop. Fees are typically based on material costs plus estimates of time for preparation and presentation based on our hourly rate of \$250 per hour. In the event there is a charge to workshop attendees, the fee will be published in the presentation or workshop announcement. Upon completion of our presentation or workshop, WFP's engagement is typically concluded.

### **B. Fee Billing**

#### Financial Planning and Investment Consulting Services

WFP may require an initial deposit of up to \$500 for financial planning engagements and investment consultations to be provided on an hourly or retainer basis. Fees of financial planning and investment consulting services that WFP provides on an hourly fee basis are invoiced by WFP and are due upon completion of the agreed upon deliverables specified in the financial advisory agreement. Fees of financial planning and investment consulting services that WFP provides on retainer fee basis are invoiced by WFP and are due upon completion of each quarter-annual virtual meeting and of any other deliverables in connection with that meeting, all as specified in the financial advisory agreement.

#### Educational Workshops

WFP may require an initial deposit of up to \$500 for educational presentations and workshops. Fees of educational presentations and workshops are invoiced by the Advisor and are typically due upon completion of the presentation or workshop as specified in a written agreement.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than WFP, in connection with investments that are made by the Client in accordance with WFP's recommendations. The Client is responsible for all custody and securities execution fees charged by any custodian, broker, mutual transfer agent, or other third party. The fees charged by WFP are separate and distinct from these custody and execution fees.

In addition, all fees paid to WFP for investment consulting services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. WFP recommends that its Clients review all investment prospectuses for a complete explanation of these fees and expenses. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. The Client must review the fees charged by the funds, the fees charged by the Custodian, and the fees charged by WFP to fully understand the total fees to be paid when, and if, a Client invests in any securities WFP may recommend.

#### **D. Advance Payment of Fees and Termination**

WFP generally charges hourly or fixed fees and retainer-based fees after the services or relevant part of the services have been performed. There is therefore no refund policy for these services, except as noted below with respect to the payment of an advance fee.

#### Financial Planning and Investment Consulting Services

WFP is compensated for its financial planning and investment consulting services upon completion of any required meetings and other engagement deliverables. WFP may require an initial deposit in the amount of up to \$500 for financial planning and investment consulting services provided by the Advisor on an hourly or retainer fee basis, and this deposit will be set forth in the financial advisory agreement. Either party may terminate the financial advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial advisory agreement within five (5) business days after signing the Advisor's agreement at no cost to the Client. After the expiration of the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the Client upon the termination of the Advisor's agreement. Upon termination, the Advisor will invoice the Client for work performed on the planning project or consultation, deducting as applicable any advance fee WFP received and refunding part or all of any advance fee which WFP might owe to the Client upon termination. The Client's financial advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Educational Workshops

WFP is typically compensated for its engagement upon completion of the educational presentation or workshop. WFP may require an initial deposit in the amount of up to \$500 for educational presentation and workshop engagements, and this deposit will be set forth in a written agreement. Either party may terminate the agreement, at any time, by providing advance written notice to the other party. The

Client may also terminate the agreement within five (5) business days after signing the Advisor's agreement at no cost to the Client. After the expiration of the five-day period, the Client will incur charges for any work performed by the Advisor on preparation or presentation to the point of termination, and such fees will be due and payable by the Client upon the termination of the Advisor's agreement. Upon termination, the Advisor will invoice the Client for work performed, deducting as applicable any advance fee WFP received and refunding part or all of any advance fee which WFP might owe to the Client upon termination. The Client's written agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Fee-Only Compensation**

WFP does not buy or sell securities and does not receive any compensation for securities transactions in any Client account or any asset-based sales charges or service fees from the sale of mutual funds, other than the financial planning and investment consulting fees noted above. No supervised person accepts any such compensation.

#### **Item 6 - Performance-Based Fees**

WFP does not charge performance-based fees for its investment consulting services. The fees charged by WFP are as described in *Item 5 - Fees and Compensation* above and are not based upon the capital appreciation of the funds or securities held by any Client.

WFP does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

#### **Item 7 - Type of Clients**

WFP offers financial planning and investment consulting services to individuals and families regardless of income or net worth. There are no minimum requirements of income, net worth, or investable funds applied to Clients seeking financial planning or investment consulting services.

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

##### **A. Methods of Analysis & Investment Strategies**

WFP primarily employs an asset allocation strategy based on a derivative of Modern Portfolio Theory ("MPT").

MPT is a mathematically based investment discipline that seeks to quantify expected portfolio returns in relation to corresponding portfolio risk. The basic premise of MPT is that the risk of a particular holding is to be assessed by comparing its price variations against those of the market portfolio. However, MPT disregards certain investment considerations and is based on a series of assumptions that may not necessarily reflect actual market conditions. The factors for which MPT does not account (e.g., tax implications, regulatory constraints, and brokerage costs) may negate the upside or add to the actual risk of a particular allocation. Nevertheless, WFP's investment consulting process is structured in such a way to integrate those assumptions.

As noted above, WFP generally employs a long-term investment strategy for its Clients, believing that the most important investment decision relates to the allocation of funds to major assets classes (e.g., stocks, bonds, cash), consistent with a Client's financial goals and in accordance with a Client's IPS. WFP will typically recommend that a Client hold all or a portion of any security for more than a year, but may recommend holding for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of the Client. At times, WFP may also recommend that a Client buy and sell positions that are more short-term in nature, depending on the goals of the Client or the fundamentals of the security, sector, or asset class.

## **B. Risk of Loss**

Investing in securities involves risks. Securities may fluctuate in value or lose value. Clients investing in securities by implementing the Advisor's recommendations should be prepared to bear the potential risk of loss. WFP will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet its investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. Clients are responsible to seek the Advisor's advice when there are changes in the Clients objectives, goals, or financial situation so that the Advisor can recommend appropriate adjustments to strategic allocations.

Each Client engagement in which the Advisor provides investment consulting services will typically entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy the management of a Client's account(s). Client participation in this process, including full and accurate disclosure of information requested by the Advisor, is essential for the analysis of a Client's account(s) and the development of an Investment Policy Statement (IPS). The Advisor relies on the

financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals, or other factors that may affect this analysis.

The Advisor will explain the risks associated with a particular strategy so that the Client may evaluate and decide whether to accept and implement the Advisor's recommendations. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the potential securities that the Advisor may recommend:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### Exchange-Traded Funds ("ETF") Risks

The performance of ETFs are subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF also fluctuates based upon financial market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Mutual Fund Risks

The performance of mutual funds are subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily; therefore, a mutual fund purchased at one point in the day will typically have the same price as the same mutual fund purchased later that same day.

### Bonds

Investments in bonds are generally perceived to entail lower risks than stocks. However, bond prices fluctuate in value due to changes in interest rates, the rate of inflation, tax regulations, and the creditworthiness of the issuer.

**For all investments in securities, past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are encouraged to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

**There are no legal, regulatory, or disciplinary events involving WFP, Mr. Windecker, or Mrs. Olsin-Windecker.** WFP values the trust you place in us. As only Mr. Windecker advises Clients, you are encouraged to perform the requisite due diligence on any advisor or service provider with whom you partner. Mr. Windecker’s background is on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD#299409.

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

The primary business of Mr. Windecker and the sole business of WFP is to provide financial planning and investment consulting services to WFP’s Clients. Neither WFP nor any of its management persons are involved in other business endeavors, except that Mr. Windecker is the manager and primary investor in a manager-managed, multi-member limited liability company which owns and leases a single-family residence in Silver Spring, Maryland. WFP does not maintain any affiliations with other firms, other than with service providers contracted to assist with the servicing of WFP’s Clients.

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

### **A. Code of Ethics**

WFP adheres to the Code of Ethics and Professional Responsibility, Rules of Conduct, and Financial Planning Practice Standards (the “Code and Standards”) adopted by the Certified Financial Planner Board of Standards, Inc., that defines WFP’s fiduciary commitment to each Client. This Code and Standards applies to all persons associated with WFP (our “Supervised Persons”). The Code and Standards was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. WFP and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of WFP’s Supervised Persons to adhere not only to the specific provisions of the Code and Standards, but also to the general principles that guide the Code and Standards. The Code and Standards covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code and Standards, please contact us at **571-310-3520** or email us at: [gwindecker@windeckerfp.pro](mailto:gwindecker@windeckerfp.pro).

## **B. Personal Trading with Material Interest**

WFP allows our Supervised Persons to purchase or sell the same securities that WFP may recommend Clients purchase. WFP does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. WFP does not have a material interest in any securities that WFP recommends Clients hold or trade in their accounts.

## **C. Personal Trading in Same Securities as Clients**

WFP allows our Supervised Persons to purchase or sell the same securities that WFP may recommend Clients purchase. Owning the same securities that WFP recommends (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through our policies and procedures. As noted above, WFP has adopted the Code and Standards to address insider trading (material non-public information controls), gifts and entertainment, outside business activities, and personal securities reporting. When trading for personal accounts, Supervised Persons might have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. WFP mitigates this risk by conducting a coordinated review of personal accounts and the accounts of its Clients. WFP has also adopted written policies and procedures to detect the misuse of material, non-public information.

## **D. Personal Trading at the Same Time as Client**

While WFP allows our Supervised Persons to purchase or sell the same securities that WFP may recommend Clients purchase, these trades will typically be placed only coincidentally with any Client orders, be limited to trades of open-end mutual funds or exchange-traded funds (ETFs), or occur as a result of re-balancing a portfolio. Open-end mutual funds trade at prices set at the end of the trading day . **At no time will WFP, or any of its Supervised Persons, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

### **A. Recommendation of Broker/Dealers or Custodians**

WFP does not have discretionary authority to select the broker/dealer or custodian for custody and execution services of any Client. The Client will select its broker/dealer and custodian (herein the "Custodian") to safeguard Client assets. WFP is not authorized to manage any Client account(s) or to direct trades to the Custodian. Further, WFP does not have the discretionary authority to negotiate commissions on behalf of its Clients on a trade-by-trade basis.

WFP will typically recommend that Clients establish their accounts themselves at Vanguard Group Inc. ("Vanguard"), a FINRA-registered broker-dealer and member SIPC. WFP does not maintain an institutional relationship with Vanguard, whereby the Advisor receives economic benefits from Vanguard. WFP has, however, registered as an investment advisor to receive free, web-based services that Vanguard provides to any investment advisor who chooses to register on Vanguard's website. (Please see *Item 14 - Client Referrals and Other Compensation* below.)

WFP may recommend Vanguard or another broker/dealer and custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, reputation of the broker/dealer and custodian, the breadth and choice of index mutual funds and exchange traded funds (ETFs) offered by, or accessible through the broker/dealer and custodian.

Following are additional details regarding the brokerage practices of the Advisor:

- Soft Dollars - Soft dollars are revenue programs offered by broker/dealers and custodians whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **WFP does not participate in any soft dollar programs sponsored or offered by any broker/dealer or custodian.** However, the Advisor does receive certain economic benefits from Vanguard. (Please see *Item 14 - Client Referrals and Other Compensation* below.)
- Brokerage Referrals - WFP does not receive any compensation from any third party in connection with the recommendation for establishing an account.
- Directed Brokerage - All Clients manage their own account(s). WFP will not accept authority to place trades within the Client's accounts held at the custodian designated by the Client or otherwise. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's accounts).

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as (a) price, (b) size of order, (c) difficulty of execution, (d) confidentiality, and (e) skill required of the custodian. Some investment advisors aggregate orders in a block trade or trades when securities are purchased or sold through the custodian for multiple (discretionary) accounts in the same trading day.

As a fee-only financial planner who does not offer investment management services, WFP does not execute trades on behalf of Clients. As a result, Clients must negotiate their own trading costs with their Custodian.

## **Item 13 – Review of Accounts**

### **A. Frequency of Reviews**

WFP will monitor the progress and implementation of financial plans on a regularly scheduled, quarter-annual basis for those Clients who engage the Advisor on a retainer basis. Mr. Windecker, who is also Chief Compliance Officer (“CCO”) of WFP, will work together with Clients to obtain current information regarding their assets and investment holdings and will review this information at least annually with retainer-fee Clients.

WFP encourages its Clients to review and update their goals, objectives, and strategies at least annually and whenever there is a material change in the Client’s circumstances.

### **B. Causes for Reviews**

Clients are encouraged to notify WFP if any changes occur in the Client’s circumstances or personal financial situation that might affect the Client’s goals, objectives, and strategies or their investment plan, such as a marriage, divorce, change of employer, sale of a business, receipt of inheritance, etc.

#### **. Review Reports**

WFP does not manage Client account(s) regularly and continuously; it does not send out to Clients any reports, regular or otherwise, regarding their accounts.

WFP does provide to Clients financial plans and certain reports with respect to investment consultations (e.g., an IPS, recommended asset allocation, etc.).

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

### **A. Compensation Received by WFP**

WFP derives no economic benefit from any individual or business entity in exchange for providing financial planning or investment consultations to its Clients. WFP receives no sales awards or other prizes in exchange for providing this advice to Clients. No related person or management person receives any such awards or prizes.

WFP is registered to use Vanguard's web-based services for investment advisors. WFP receives access to software and related support without cost regardless whether WFP's Clients maintain assets at Vanguard. Services provided by Vanguard benefit the Advisor and many, but not all, services provided by Vanguard will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a broker/dealer and custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this broker/dealer and custodian over one that does not furnish similar software, systems support, or services.

## **B. Client Referrals from Third-Parties**

WFP does not directly or indirectly compensate any person for, or with respect to any Client referrals.

### **Item 15 – Custody**

WFP does not accept or maintain custody of any Client funds or securities.

### **Item 16 – Investment Discretion**

WFP does not accept or have discretionary authority to manage securities accounts on behalf of its Clients or over the selection and amount of securities to be bought or sold in Client accounts.

### **Item 17 – Voting Client Securities**

WFP does not accept proxy-voting responsibility for any Client. Clients will generally receive proxy statements directly from their Custodian or other transfer agent. If a Client wishes to engage the Advisor to assist in answering questions relating to proxies, a Client may contact the Advisor at the telephone number or email listed on the cover page of this Disclosure Brochure. However, the Client retains the sole responsibility for proxy decisions and voting.

### **Item 18 – Financial Information**

Neither WFP, nor its management, have any adverse financial situations that would reasonably impair the ability of WFP to meet all obligations to its Clients. Neither WFP, nor any of its Supervised Persons, has been subject to a bankruptcy or financial compromise. WFP is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of more than \$500 for services to be performed six months or more in advance.

## **Item 19 – Requirements of State Registered Advisors**

### **A. Background and Business Experience of Principal Officers**

The manager and President of WFP is Mr. Windecker. The assistant manager and Vice President of WFP is Mrs. Olsin-Windecker.

Mr. Windecker's formal education and business background are described in the Brochure Supplement below. See *Form ADV Part 2B – Brochure Supplement* below.

Mrs. Olsin-Windecker was born in 1950 in Chicago, Illinois. She earned both her Bachelor of Arts degree (in 1973) and her Masters of Arts degree (in 1981) from the University of California at Los Angeles. She worked initially for the U.S. Information Agency ("USIA") and then, after USIA was merged into the U.S. Department of State ("State"), at State as a Career Foreign Service officer from 1983 until 2017. In 2017, she retired with the rank of Minister-Counselor in the Senior Foreign Service. Beginning in December 2018, she has been employed as a Re-Employed Annuitant (REA) by State as well as acting as the assistant manager and Vice President of WFP.

### **B. Other Business Activities**

WFP is dedicated to providing financial planning and investment consulting services to its Clients. WFP does not have any other business activities.

### **C. Performance Fee Calculations**

Neither WFP nor any of its Supervised Persons charge any performance-based fees for investment consulting services. The fees charged by WFP are as described in *Item 5 – Fees and Compensation* above, and no fee is based upon the capital appreciation of the funds or securities held by any Client.

### **D. Disciplinary Information**

***There are no legal, civil, or disciplinary events to disclose regarding WFP, Mr. Windecker, or Mrs. Olsin-Windecker.*** None of WFP, Mr. Windecker, or Mrs. Olsin-Windecker has ever been involved in any regulatory, civil, or criminal action. There have been no client complaints, lawsuits, arbitration claims, or administrative proceedings brought or pending against WFP, Mr. Windecker, or Mrs. Olsin-Windecker.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil, or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement, or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices. As previously noted, there are no legal, civil, or disciplinary events to disclose regarding WFP, Mr. Windecker, or Mrs. Olsin-Windecker.

#### **E. Material Relationships with Issuers of Securities**

None of WFP, Mr. Windecker, or Mrs. Olsin-Windecker has any relationships or arrangements with the issuers of any securities.

## **Form ADV Part 2B – Brochure Supplement**

**For**

**George H. Windecker Jr.  
Manager and President**

*Windecker Financial Planning LLC*

**P.O. Box 3325  
Merrifield, VA 22116  
Phone: 571-310-3520**

**January 14, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about **George H. Windecker Jr.** that supplements the information contained in the Disclosure Brochure of Windecker Financial Planning LLC (“WFP” or the “Advisor”), CRD#299409. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Disclosure Brochure or this Brochure Supplement, please contact us at **571-310-3520** or email us at: **[gwindecker@windeckerfp.pro](mailto:gwindecker@windeckerfp.pro)**.

Additional information about Mr. Windecker is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name.

## **Item 2 – Educational Background and Business Experience**

George H. Windecker Jr., born in 1949, is dedicated to advising Clients of WFP as the manager and President of Windecker Financial Planning LLC.

### Formal Education

Mr. Windecker obtained the following post-secondary education:

- American University, Washington College of Law, Juris Doctor, 1993.
- Massachusetts Institute of Technology, Sloan School of Management, M.S. in Management (equivalent to an M.B.A.), 1976.
- Harvard University, B.A. in Middle Eastern History, 1971.

### Business Experience

Mr. Windecker has previously worked both as a commercial lender and an attorney, devoting his legal practice to international project finance. He is a member of the bar of New York State (since 1994) and of the District of Columbia (since 1995).

Following graduation from business school, Mr. Windecker worked as a commercial lending officer at Citibank, N.A., from 1976 until 1991. He worked abroad exclusively, holding positions in bank operations, commercial and real estate lending, and consulting on bank operations. Mr. Windecker worked at Citibank's branches and other subsidiaries in East Asia, including in Indonesia, Taiwan, the People's Republic of China, and Malaysia. In 1991, he resigned from Citibank as a Vice President in order to obtain a law degree and begin a career as an attorney.

In 1995, he began a 20-year career as an attorney, focusing his law practice on international project finance. He began his legal career in the Washington, D.C. office of the Houston-based law firm, Fulbright & Jaworski, now known as Rose Fulbright. At Fulbright & Jaworski, he worked as an associate attorney in project finance and mergers and acquisitions, working primarily as counsel to the International Finance Corporation (the IFC), a subsidiary of the World Bank, on financings for the development of independent power projects in South Asia.

He returned to Asia in 1997 to work as an associate attorney out of the Singapore office of the New York-based law firm, Skadden, Arps, Slate, Meagher & Flom. From 1997 until 2001, he worked on project financings and securities

offerings in India, primarily as lenders counsel to Enron Corporation for its development of LNG facilities and independent power projects in India. In 2001, he moved as an associate attorney with Skadden Arps first to its Washington office, and then, working out of Skadden Arps' London office, to Tunisia in 2002 and to the United Arab Emirates in 2003. From 2001 until 2003, he worked primarily first as bankruptcy counsel to Enron Corporation and then as project counsel to British Gas advising on BG's proposed development of an independent power plant in Tunisia.

In 2004, following the pull back of U.S. companies from investments in the Gulf region, he resigned from Skadden Arps in order to join, as Of Counsel, Afridi & Angell, a regional law-firm based in Dubai. At Afridi & Angell from 2004 to 2007, he worked on investment and financing matters, primarily advising Mashreq Bank based in Dubai.

With the success of his spouse's career as a U.S. diplomat, he followed his spouse on her diplomatic assignments to Norway, Israel, and Afghanistan. From 2007 until 2010, he worked as Of Counsel and Senior Lawyer at Wikborg Rein & Co. in Oslo, Norway. From 2011 until 2014, he was Of Counsel and a U.S. law expert at Rosenberg Hacoheh & Co., now known as Agmon & Co. Rosenberg Hacoheh & Co., in Tel Aviv, Israel. At Wikborg Rein, he acted primarily as project counsel to developers of independent power projects located in East Africa and South Asia. At Rosenberg Hacoheh, he worked primarily as lenders counsel to the Delek Group, Israeli partner of U.S.-based Noble Energy. He advised on Delek's multiple financings of their interest in the development of deep, offshore gas fields located in the Eastern Mediterranean. In 2014, in order to accompany his spouse on her assignment to the U.S. Embassy in Kabul, Afghanistan, he accepted a position as a warranted grants officer with the International Narcotics & Law Enforcement Bureau of the U.S. State Department at U.S. Embassy - Kabul.

In late 2015, Mr. Windecker returned to his home in Fairfax, Virginia. After attending to a number of personal matters, he initiated a third career as a financial planner and investment consultant in early 2018. Over the years, he has advised family members and friends on personal financial matters, including house purchases, mortgage loans, college savings, IRA and retirement investments, as well as other business investments and financings.

He has been an 'Eligible Family Member' as part of the United States Foreign Service for 34 years and is committed to advising the expatriate business and foreign service communities, including both active and retired members, on financial matters.

### **Item 3 – Disciplinary Information**

***There are no legal, civil, or disciplinary events to disclose regarding Mr. Windecker.*** Mr. Windecker has never been involved in any regulatory, civil, or criminal action, whether in the U.S. or abroad. There have likewise been no client complaints, lawsuits, arbitration claims, or administrative proceedings brought against Mr. Windecker.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil, or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and dishonest, unfair, or unethical practices. ***As previously noted, there are no legal, civil, or disciplinary events to disclose regarding Mr. Windecker, whether in the U.S. or abroad.***

However, we do encourage you to independently view the background of Mr. Windecker on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name.

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

Mr. Windecker is dedicated to the financial planning and investment advisory needs of WFP's Clients. Mr. Windecker does not have any other business activities, except Mr. Windecker is the manager and primary investor in a manager-managed, multi-member limited liability company which owns and leases a single-family residence in Silver Spring, Maryland.

### **Item 5 – Additional Compensation**

Mr. Windecker is dedicated to the financial planning and investment advisory needs of WFP's Clients. Mr. Windecker does not receive any economic benefits, such as sales awards or other prizes, other than the salary which he receives from WFP.

### **Item 6 – Supervision**

Mr. Windecker serves as the manager and President, Investment Advisor Representative, and Chief Compliance Officer of WFP. Mr. Windecker can be reached at **571-310-3520** or at email address: **[gwindecker@windeckerfp.pro](mailto:gwindecker@windeckerfp.pro)**.

WFP has implemented a Code of Ethics and internal compliance policy and procedures that guide each Supervised Person in meeting their fiduciary obligations

to Clients of WFP. Further, WFP is subject to regulatory oversight by various agencies. These agencies require registration by WFP and its Supervised Persons. As a registered entity, WFP is subject to examinations by regulators, which may be announced or unannounced. WFP is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

### **Item 7 – Requirements for State Registered Advisors**

Mr. Windecker does not have any additional information to disclose.