

Item 1: Cover Page



Moneyfull, LLC

Form ADV Part 2A – Firm Brochure

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January 23, 2023

This Brochure provides information about the qualifications and business practices of Moneyfull, LLC, and (“Moneyfull”). If you have any questions about the contents of this Brochure, please contact us at 720-515-7805. 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.

Moneyfull LLC is registered as an Investment Adviser with the State of Colorado. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about Moneyfull LLC is available on the SEC’s website at www.adviserinfo.sec.gov by using Moneyfull’s identification number: 169821

Item 2: Material Changes

Since the last annual version of this Brochure, dated March 16, 2022, the following are material changes:

Item 4 has been updated to reflect current assets under management, and to add an Annual Planning Package description.

Item 5 has been amended to update hourly fees.

If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact, Addie McHale, 720-515-7805 or addie@moneyfull.com.

We encourage you to read this document in its entirety.

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Item 4: Advisory Business

Description of Advisory Firm

Moneyfull, LLC is registered as an Investment Adviser with the State of Colorado. We were founded in December 2013. Judy Adams McHale (“Addie McHale”) is the principal owner of the Firm.

Types of Advisory Services

Comprehensive Financial Planning

When our Firm is engaged to provide Financial Planning services, a client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefits, retirement planning, insurance, investments, college planning and estate planning. Once the client’s information is reviewed, their plan will be built and analyzed by Addie McHale, and then the findings, analysis and potential changes to their current situation will be reviewed with the client. Clients subscribing to this service will receive a written or an electronic report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. Follow up meetings will be at the client’s discretion.

We provide financial planning services on topics such as retirement planning, risk management and insurance, college savings, cash flow, debt management, work benefits, managing credit scores and reports, and estate and incapacity planning.

Financial planning is a comprehensive evaluation of a client’s current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information and analysis will be considered as they impact and are impacted by the entire financial and life situation of the client.

In general, the financial plan will address any or all of the following areas of concern. The client and advisor will work together to select the specific areas to cover. These areas may include, but are not limited to, the following:

- **Retirement Planning:** Our retirement planning services typically include projections of likelihood of achieving financial goals, typically focusing on financial independence as the primary objective. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (i.e., working longer, saving more, spending less, taking more

risk with investments). If near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

- **Insurance Review:** Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile. If no coverage currently exists, we may analyze the risks associated with having no coverage and suggest that coverage be put in place.
- **College Savings:** Includes projecting the amount that will be needed to achieve college or other post-secondary education funding goals, along with advice on ways to save the desired amount. Recommendations as to savings strategies are included, and, if needed, we will review your financial picture as it relates to eligibility for financial aid or the best way to contribute.
- **Cash Flow and Debt Management:** We will conduct a review of income and expenses to determine current surplus or deficit along with advice on prioritizing how any surplus should be used or how to reduce expenses if they exceed income. We may recommend working together with budgeting software to assist with optimal management of the client's cash flow. Advice may also be provided on which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications. We may also recommend what we believe to be an appropriate cash reserve that should be considered for emergencies and other financial goals, along with a review of accounts for such reserves, plus strategies to save desired amounts.
- **Employee Benefits Optimization:** We will provide review and analysis as to whether, as an employee, you are taking the maximum advantage possible of your employee benefits. If you are a business owner, we will consider and/or recommend the various benefit programs that can be structured to meet both business and personal retirement goals.
- **Credit Score Maximization:** We will make recommendations to maximize your credit scores for the potential current and future benefits such as lower interest rates on mortgages, personal loans, etc.
- **Estate Planning:** This usually includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts and other related documents. Our advice also typically includes ways to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts. We always recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.

- **Financial Goals:** We will help clients identify financial goals and develop a plan to reach them. We will identify what you plan to accomplish, what resources you will need to make it happen, how much time you will need to reach the goal, and how much you should budget for your goal.
- **Investment Analysis:** This may involve providing information on the types of investment vehicles available, employee stock options, investment analysis and strategies, asset selection and portfolio design, as well as assistance in establishing your own investment account at a selected broker/dealer. The strategies and types of investments we may recommend are further discussed in Item 8 of this brochure.

Annual Planning Package Program

The annual planning package is for clients who have worked with the firm in creating a financial plan in the software. Each year thereafter, the Firm will update the plan with any changes provided by the client, and meet with the client to review their life situation and any impacts on their plan. Included in this program are the updates to the plan, a 1 hour meeting with the client, and the ability to have simple questions answered via email during the year.

Cash Flow/Budgeting Program

The cash flow/budgeting program “moneyfull {re}program is an up to 6 month retainer engagement. The client pays a monthly retainer and meetings are held monthly or bimonthly at the client’s request. The client’s goals and priorities, as well as information about the current status/feelings of their cash flow management is gathered and monitored throughout the engagement to ensure progress is being made and that problem areas are addressed. If the client has debt, the planner will help the client with a strategy to pay down and eliminate the debt. Client priorities and goals will be factored into the budget.

The software used is “You Need a Budget” and is a separate agreement between the client and software. This software is utilized as it allows analysis of the client’s past spending history, planning for future goals, and most importantly, allows for decisions to be made in the present based on the parameters the client has chosen. Good cash flow management is foundational to the financial planning process and once the client learns the tool, has the awareness of how their money is being spent, and actively uses it to make different spending decisions, behavior can and will change. The goal of this program is to align the client’s dollars with their priorities and goals, and to ensure the client has adequate emergency savings.

Investment and Wealth Management and Supervision Services

We manage advisory accounts primarily on a discretionary basis. That means that once we have determined a profile and investment plan with a client, our firm and/or our investment platform

Altruist will execute the day-to-day transactions without seeking prior client consent. Account supervision is guided by the written profile of the client. We may accept accounts with certain restrictions, less than full-discretion, or non-discretionary capabilities if circumstances warrant. We primarily allocate client assets among various mutual funds, exchange-traded funds (“ETFs”), and sub-advisers in accordance with their stated investment objectives.

During personal discussions with clients, we determine the client’s objectives, time horizons, risk tolerance and liquidity needs. As appropriate, we also review a client’s prior investment history, as well as family composition and background. Based on client needs, we develop and document in writing, a client’s personal profile and investment plan. We then create and manage the client’s investments based on that policy and plan. It is the client’s obligation to notify us immediately if circumstances have changed with respect to their goals.

In performing our services, we shall not be required to verify any information received from you or from other professionals. If you request, we will recommend you engage the services of other professionals for implementation purposes. You have the right to decide whether or not to engage the services of any such recommended professional.

Once we have determined the types of investments to be included in your portfolio and allocated them, we will provide ongoing investment review and management services. This approach requires us to review your portfolio at least quarterly.

We do have limited authority to direct Altruist to deduct our investment advisory fees from your accounts, but only with the appropriate written authorization from you.

Where appropriate, we provide advice about any type of legacy position or other held away investment held in client portfolios. Typically, these are assets that are ineligible to be custodied on our investment platform Altruist. Clients will engage us to advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance, annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans).

You are advised and are expected to understand that our past performance is not a guarantee of future results. Certain market and economic risks exist that adversely affect an account’s performance. This could result in capital losses in your account.

We offer the same suite of services to all of our clients. However, specific client financial plans and their implementation are dependent upon the information provided by the client regarding

their current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

When both investment management or plan implementation and investment management services are offered, there is a conflict of interest since there is an incentive for us offering investment management services to recommend products or services for which our Firm receives compensation. However, we will make all recommendations independent of such considerations and based solely on our obligations to consider your objectives and needs. As an investment management client, you have the right not to act upon any of our recommendations and not affect the transaction(s) through us if you decide to follow the recommendations.

Third Party Manager Program (“TPM Program” or “TPM”)

Selected Third Party Managers ("Managers") are evaluated by Moneyfull for Client use. Our Firm's services will include assisting you in identifying your investment objectives and matching personal and financial data with a select list of Managers that meet the TPM minimum quantitative and qualitative criteria. The intent of the Program is to have a selected list of high quality and recognizable third party investment management firms from which you select one or more Managers to handle the day-to-day management of your account(s). Through execution of our Third Party Money Manager Agreement, we have the authority to select a Manager on your behalf.

Managers selected for your investments under TPM need to meet several quantitative and qualitative criteria established by us. Among the criteria that may be considered are the manager's experience, assets under management, performance record, client retention, the level of client services provided, investment style, buy and sell disciplines, capitalization level, and the general investment process. Prior to selection, all Managers are interviewed by Moneyfull. Each Client must have a profile that matches the Manager's stated objectives. You are advised and should understand that:

- A Manager's past performance is no guarantee of future results;
- There is a certain market and/or interest rate risk which may adversely affect any Manager's objectives and strategies, and could cause a loss in a Client's account(s); and
- Client risk parameters or comparative index selections provided to us are guidelines only and there is no guarantee that they will be met or not be exceeded.

All accounts are managed by the selected Manager and we do not have any discretionary trading authority with respect to such accounts. Information collected by our firm regarding TPM's is believed to be reliable and accurate but we do not necessarily independently review or verify it on all occasions. All performance reporting will be the responsibility of the respective Manager.

Such performance reports will be provided directly to you and Moneyfull. We do not audit or verify that these results are calculated on a uniform or consistent basis as provided by a Manager directly to us.

Solopreneur System (Simple Solo System)

Moneyfull provides this training to solo business owners without employees about setting up banking, accounting, tax planning, and retirement savings systems for their business.

This system begins with 6 self-paced video modules with clear instruction and action steps. The client will need to complete each module and respective action steps before moving on to the next. This program is set up in a progressive manner, and each module builds on the prior. Once the modules are complete, the client and advisor will meet live to set up their business in free accounting software, WaveApps. The agreement between Waveapps and the client is a separate one outside of the client agreement with the Advisor. This software is utilized as it is free, easy to learn and get set up on, and Advisor has nearly 10 years of experience using it.

After the live meeting the program is complete. Advisor is available via email for questions and clarification during and after the program; however after the program is complete the advisor has the option to bill the hourly rate for responses that take more than 10 minutes to respond to.

After completing the program the client will have a system in place for each of these items:

- A banking system for their business (i.e. no commingling of funds between personal and business monies)
- A quarterly tax payment system for their business (i.e. a system to save for quarterly taxes and specific direction on how to do so)
- How to lower tax liability by understanding and maximizing pre-tax expenses (i.e. intangible and tangible deductions)
- An understanding of how health insurance premiums are a pre-tax expense, and how health savings accounts work
- An understanding of different retirement savings vehicles that can be used and how to set up a system to save to one
- An accounting system personalized for their business; how to maintain it and run reports for themselves (i.e profit and loss for any given time period) and their tax preparer to complete their tax returns

Wrap Fee Programs

We do not participate in wrap fee programs.

Assets

As of December 31, 2022, we have \$2,033,808 in discretionary assets under management and \$0 in non-discretionary assets.

Item 5: Fees and Compensation

Please note, unless a client has received the firm's disclosure brochure at least 48 hours prior to signing the financial planning agreement, the agreement may be terminated by the client within five (5) business days of signing the contract without incurring any fees. How we are paid depends on the type of advisory service we are performing. Please review the fee and compensation information below.

Investment Management Fees and Compensation

We charge a fee as compensation for providing Investment Management services on your account. These services include advisory and consulting services, trade entry, investment supervision, and other account-maintenance activities. Our custodian charges transaction costs, custodial fees, redemption fees, retirement plan and administrative fees or commissions. See Additional Fees and Expenses below for additional details.

Our maximum annual advisory fee is for accounts paying a percentage of assets under management is 1.50%. The specific advisory fees and services are set forth in your Investment Advisory Agreement.

The fees for investment management are based on an annual percentage of assets under management and are applied to the household asset value on a pro-rata basis and billed quarterly in arrears. The initial fee will be based upon the daily average from date the accounts is accepted for management by execution of the advisory agreement by Moneyfull or when the assets are transferred through the last day of the current quarter. Thereafter, the quarterly fee will be calculated on the end of calendar quarter value. The market value will be determined as reported by the Custodian. Fees are assessed on all assets under management, including securities, cash and money market balances.

To calculate the billing, we use actual number of days in the year and actual number of days in the quarter. Calculations are as follows:

$$[(\text{Daily Average} \times \text{Advisory Fee Rate}) / \text{Actual Days in Year}] \times \text{Number of Days in Quarter} = \text{Advisory Fee}$$

Fees may vary based on the size of the account, complexity of the portfolio, extent of activity in the account or other reasons agreed upon by us and you as the client. In certain circumstances, our fees and the timing of the fee payments may be negotiated. Our employees and their family related accounts are charged a reduced fee for our services.

We aggregate related client accounts for the purposes of determining the account size and annualized fee. The common practice is often referred to as “house-holding” portfolios for fee purposes, and may result in lower fees than if fees were calculated on portfolios separately. Our method of house-holding accounts for fee purposes looks at the overall family dynamic and relationship. With the permission of our client, we often will include multi-generational factors such as the account values of adult children and grandchildren as part of the family dynamic pricing.

All investment management fees are collected by deduction from client accounts. The independent qualified custodian holding your funds and securities will debit your account directly for the advisory fee and pay that fee to us. You will provide written authorization permitting the fees to be paid directly from your account held by the qualified custodian. Further, the qualified custodian agrees to deliver an account statement to you on a quarterly basis indicating all the amounts deducted from the account including our advisory fees. In addition, we will notify the client on a quarterly basis when their invoice is available in their portal.

Either Moneyfull or you may terminate the management agreement immediately upon written notice to the other party. The management fee will be pro-rated to the date of termination, for the quarter in which the cancellation notice was given and billed to your account. Upon termination, you are responsible for monitoring the securities in your account, and we will have no further obligation to act or advise with respect to those assets. In the event of client’s death or disability, we will continue management of the account until we are notified of client’s death or disability and given alternative instructions by an authorized party.

Financial Planning Fees

Financial plans are developed with data provided by the client and the fee is based on actual hours spent. The client will be given an estimate of hours that will be needed to create their plan prior to engaging in our services to set the expectation of cost. Depending upon the complexity of the situation and the needs of the client, the hourly fee for these services is between \$200 and \$450. Our Firm is not responsible for implementation, monitoring and/or updating the plan. The client has an option to engage our Firm if they need assistance with implementing, monitoring and updating their plan.

The Annual Planning Package fee is \$750 is billed annually in the month of the update.

The fees are negotiable and due within 7 days of the delivery of the plan. The final fee schedule will be attached as Schedule A of the Financial Planning Agreement. We do not receive prepayment of more than \$500 in fees per client six months in advance.

Financial planning fees are payable by check, ACH (bank transfer), and debit or credit cards. An additional processing fee is charged for credit card payments, as indicated in the advisory agreement. The financial planning services can be terminated at any time. Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. No refunds will be made after completion of the plan.

Third Party Management (“TPM Program” or “TPM”) Fees

From the fee we collect from you, the Client, we pay an on-going fee to the Manager based upon a percentage of your assets under management with respect to each Manager. You will receive a copy of our agreement with the TPM which will disclose all fees.

The minimum account size for participating in a TPM Program will vary from Manager to Manager. All such minimums will be disclosed in the respective Manager’s Brochure. We may have the ability to negotiate such minimums for you.

You may terminate your relationship in accordance with the respective Managers’ disclosure documents. If you terminate your participation in the Program within five business days of inception, you will be billed for the .

A Manager relationship may be terminated at your discretion. We may at any time terminate the relationship with a Manager that manages your assets. We will notify you of instances where we have terminated a relationship with any Manager you are investing with. We will not conduct on-going supervisory reviews of the Manager following such termination.

Factors involved in the termination of a Manager may include a failure to adhere to their stated management style or your objectives, a material change in the professional staff of the Manager, unexplained poor performance, unexplained inconsistency of account performance, or our decision to no longer include the Manager on our list of approved Managers.

Solopreneur system (Simple Solo System)

This one-time fee of \$750 is due in advance and is negotiable at the sole discretion of Moneyfull.

Other Types of Fees and Expenses

When implementing an investment recommendation, the client may incur additional fees such as brokerage commissions, transaction fees, and other related costs and expenses. A travel fee may be charged for meetings at a client's home or whenever travel by the advisor is required. Clients may incur certain charges imposed by Custodians, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual fund and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, and costs.

We do not accept compensation for the sale of securities or other investment products including asset-based sales charges or service fees from the sale of mutual funds.

Item 6: Performance-Based Fees and Side-By-Side Management

We do not offer performance-based fees.

Item 7: Types of Clients

We serve individuals and high net worth individuals. There is no minimum amount of assets required to be a client. However, the third-party managers may impose a minimum.

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

Methods of Analysis

Our primary method of analysis uses Fundamental Analysis. We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell). Fundamental analysis does not attempt to anticipate market movements.

Sources of information that we can use include research and white papers from Dimensional Fund Advisors, news outlets, trade publications, and others.

There can be no assurance that any investment strategy will achieve a desired outcome or prevent against loss. The primary risk of Fundamental Analysis is that the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

Investment Strategies

Moneyfull recommends strategies that are consistent with a client's stated objectives for their investable assets. Portfolios are constructed using asset allocation, diversification, and risk management. Moneyfull conducts economic analysis and attempts to analyze and determine the trends. We use various software tools to conduct research. Moneyfull seeks to recommend portfolios that employ a risk first mentality. This is done by maintaining overall risk budgets for each of the portfolios that are recommended to investors. By limiting the volatility risk in a portfolio, the strategies help in limiting loss in periods of drawdowns in any single asset class in the investments that we recommend. By employing managed volatility portfolios, we seek to provide higher risk-adjusted returns over time. We also recognize that during times of high volatility and sideways markets, these portfolios may lag in short term realized returns. Essentially, these portfolios seek to mitigate the impact of the lowest market troughs and highest market peaks to provide for a smoother long term return for investors.

Moneyfull employs the general use of third-party managers. Other securities may also be used for individual portfolios as necessary to meet investor objectives. Moneyfull seeks to use best in class investments when selecting diversified funds through objective analysis. The following are examples of criteria used, but more analysis is done as necessary: overall expense ratio, manager tenure, market size, standard deviation, tracking error, strategy, correlation to style and/or peer group, performance, and reputation. Active management is often used alongside passive/index strategies to reduce overall cost to investors and give broad access to the asset classes that are recommended.

Often times, individual securities are appropriate for certain investors. When selecting individual securities as investments, traditional methods of fundamental security analysis is completed. Fundamental analysis is the attempt to measure the intrinsic value of a company by examining economic, financial, competition and other factors to determine mispricing in the capital markets. Fundamental analysis is performed on historical and present data, and may or may not lead to an expected outcome in individual security performance.

Moneyfull's investment strategies and advice vary with each client. We determine investments and allocation based upon predetermined objectives, risk tolerance, time horizon, financial

information, liquidity needs, and other suitability factors. Client restrictions and guidelines may affect the composition and outcome of their portfolio.

Third Party Analysis

We examine the experience, expertise, investment philosophies and past performance of independent Third Party Managers (TPM) in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the TPM's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment. Additionally, as part of our due-diligence process, we survey the TPM's compliance and business enterprise risks.

A risk of investing with a TPM who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a TPM's portfolio, there is also a risk that a TPM may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the TPM's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

You are advised and are expected to understand that the TPM's past performance is not a guarantee of future results and that certain market and economic risks exist that may adversely affect an account's performance that could result in capital losses in your account.

Material Risks Involved

Moneyfull does not provide investment management, however investment recommendations may be made as part of the financial planning service. **All investment recommendations we offer involve risk and may result in a loss of your original investment which you should be prepared to bear.** Many of these risks apply equally to stocks, bonds, commodities and any other investment or security. Material risks associated with our investment recommendations are listed below.

Market Risk: Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition.

Strategy Risk: The Adviser's investment strategies and/or investment recommendations may not work as intended.

Concentration Risk: Certain investment strategies focus on particular asset-classes, industries, sectors or types of investment. From time to time these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.

Interest Rate Risk: Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Legal or Legislative Risk: Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Inflation: Inflation may erode the buying-power of your investment portfolio, even if the dollar value of your investments remains the same.

Cybersecurity Risk. In addition to the Material Risks listed above, investing involves various operational and "cybersecurity" risks. These risks include both intentional and unintentional events at Moneyfull or one of its third-party counterparties or service providers, that may result in a loss or corruption of data, result in the unauthorized release or other misuse of confidential information, and generally compromise our Firm's ability to conduct its business. A cybersecurity breach may also result in a third-party obtaining unauthorized access to our clients' information, including social security numbers, home addresses, account numbers, account balances, and account holdings. Our Firm has established business continuity plans and risk management systems designed to reduce the risks associated with cybersecurity breaches. However, there are inherent limitations in these plans and systems, including that certain risks may not have been identified, in large part because different or unknown threats may emerge in the future. As such, there is no guarantee that such efforts will succeed, especially because our Firm does not directly control the cybersecurity systems of our third-party service providers. There is also a risk that cybersecurity breaches may not be detected.

Risks Associated with Securities

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

Common stocks may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

Exchange Traded Funds ETFs face market-trading risks, including the potential lack of an active market for shares, losses from trading in the secondary markets and disruption in the creation/redemption process of the ETF. Any of these factors may lead to the fund's shares trading at either a premium or a discount to its "net asset value." Client holdings will typically be in ETFs issued by a single company. While this approach offers simplicity and reduces the

likelihood of unintentional overlap (duplication of the same holding across multiple funds), it poses Management Risk, which is the possibility that a failure by the issuer's management may affect all of the holdings across the portfolio.

Item 9: Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Moneyfull or the integrity of our management. We have no information applicable to this Item.

Item 10: Other Financial Industry Activities and Affiliations

Addie McHale, managing member of MoneyFull, offers insurance products and services through Healthfull, LLC. Healthfull, LLC is a separate and affiliated entity under common ownership. Addie McHale is licensed to sell life and health insurance and may engage in product sales with our clients, for which she will receive additional compensation. Any commissions received through life or health insurance sales do not offset advisory fees the client may pay for advisory services under Moneyfull. However, clients should note that they are under no obligation to purchase any insurance products through Addie McHale. As a result, a conflict may arise between your interests and Moneyfull's interest. However, at all times Moneyfull will act in your best interest and act as a fiduciary in carrying out services provided to you.

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

As a fiduciary, our firm and its associates have a duty of utmost good faith to act solely in the best interests of each client. Our clients entrust us with their personal financial information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The firm also adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc., and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

This code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal

trading or other conduct that violates a fiduciary duty to advisory clients. A summary of the Code of Ethics' Principles is outlined below.

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to clients.
- Competence - Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- Confidentiality - Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process, or as required by law.
- Professionalism - Associated persons' conduct in all matter shall reflect credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We will, upon request, provide a complete code of ethics.

Our firm and its "related persons" (associates, their immediate family members, etc.) may buy or sell securities the same as, similar to, or different from, those we recommend to clients for their accounts. A recommendation made to one client may be different in nature or in timing from a recommendation made to a different client. Clients often have different objectives and risk tolerances. At no time, however, will our firm or any related party receive preferential treatment over our clients.

In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associates' transactions in specific securities transactions. Any exceptions or trading pre-clearance must be approved by our Chief Compliance Officer in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

When we provide investment advice to you regarding your retirement plan account or individual retirement account (IRA), we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your

interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

* It should be noted that the fiduciary duties enumerated above do not differ from those we observe in all our advisory activities.

Item 12: Brokerage Practices

Clients Directing Which Custodian to Use

You have the ability to purchase investment products that we recommend through any custodian or other financial institution you choose. If you choose to use a firm other than the custodian(s) we may normally recommend, we may not be able to properly monitor your assets and therefore we cannot be held responsible for the success or failure of any investment products or strategies that you implement at firms other than those we recommend. In other words, our services and responsibilities will not apply to transactions you effect on your own whether through firms you choose on your own or through any custodian we may recommend.

As a financial-planning client, you have the right not to act upon any of our recommendations and not affect the transaction(s) through us if you decide to follow the recommendations. Our recommendation is generally based on the broker's cost and fees, skills, reputation, dependability and compatibility with the client. You may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to us is not a factor in determining the selection of custodian or the reasonableness of their commissions.

We place trades for your account subject to our duty to seek best execution and other fiduciary duties. The practice of using other custodians may result in additional costs to you.

We will aggregate trades for ourselves or our associated persons with your trades, providing that the following conditions are met:

1. Our policy for the aggregation of transactions shall be fully-disclosed separately to our existing clients (if any) and the custodian(s) through which such transactions will be placed;
2. We will not aggregate transactions unless we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek best price) for you and is consistent with the terms of our Investment Management Agreement with you for which trades are being aggregated.
3. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all our transactions in a given security on a given business day, with transaction costs based on each client's participation in the transaction.
4. We will provide instructions to the Custodian specifying the participating client accounts and how to allocate the order among those clients;
5. If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the allocation statement; if the order is partially filled, the accounts that did not receive the previous trade's positions should be "first in line" to receive the next allocation.
6. Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for difference of allocation is explained to you in writing and is reviewed by our compliance officer. Our books and records will separately reflect, for each client account, the orders of which aggregated, the securities held by, and bought for that account.
7. We will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation; and
8. Individual advice and treatment will be accorded to each advisory client.

Trade Errors

We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole and we will absorb any loss resulting from the trade error if the error was caused by the firm. If the error is caused by the custodian, the custodian will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to charity by Interactive Brokers. We will never benefit or profit from trade errors.

Additionally, we place trades for your account subject to our duty to seek best execution and other fiduciary duties. As a matter of policy and practice, we do not utilize research, research-related products and other services obtained from custodian or third parties, on a soft dollar

We receive no referrals from a custodian or third party in exchange for recommending that custodian or third party.

Item 13: Review of Accounts

Ms. McHale, Owner and CCO of Moneyfull, will work with clients to obtain current information regarding their assets and investment holdings and will review this information as part of our financial planning services. Moneyfull does not provide specific reports to clients, other than financial plans.

Item 14: Client Referrals and Other Compensation

We endeavor at all times to put the interest of our clients first as a part of our fiduciary duty. However, you should be aware that the receipt of compensation from our Third-Party Manager may create a conflict of interest that may impact our judgment when making advisory recommendations. We have established relationships with investment advisors through which we act as a solicitor referring you to the investment advisor's management programs. When acting in this solicitor/referral capacity, we will receive a portion of the fee paid to the other investment advisors by you.

Item 15: Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented.

Moneyfull is deemed to have custody of client funds and securities whenever Moneyfull is given the authority to have fees deducted directly from client accounts. However, this is the only form

of custody Moneyfull will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Moneyfull has the authority to have fees deducted directly from client accounts, the firm has established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least monthly. You should carefully review those statements and are urged to compare the statements against reports and invoices received from Moneyfull. When you have questions about your account statements and/or invoices, you should contact Moneyfull or the qualified custodian preparing the statement.

Clients will provide written authorization permitting the fees to be paid directly from their account held by the qualified custodian. When fees are deducted from an account, Moneyfull is responsible for calculating the fee and delivering instructions to the custodian. Moneyfull will also provide an invoice to the client of the fees deducted from an account(s).

Item 16: Investment Discretion

For discretionary accounts, prior to engaging Moneyfull to provide investment advisory services, you will enter a written agreement with us granting the firm the authority to supervise and direct, on an on-going basis, investments in accordance with the client's investment objective and guidelines. In addition, you will need to execute additional documents required by the Custodian to authorize and enable Moneyfull, in its sole discretion, without prior consultation with or ratification by you, to purchase, sell or exchange securities in and for your accounts. We are authorized, in our discretion and without prior consultation with you to: (1) buy, sell, exchange and trade any investment company registered under the Investment Company Act of 1940 and (2) determine the amount of securities to be bought or sold and (3) place orders with the custodian. Any limitations to such authority will be communicated by you to us in writing.

The limitations on investment and brokerage discretion held by Moneyfull for you are:

1. For investment management clients, we require that we be provided with authority to determine which securities and the amounts of securities to be bought or sold.

2. Any limitations on this discretionary authority shall be included in Investment Advisory Agreement. You may change/amend these limitations, in writing, as required.

Research products and services received by us from custodians will be used to provide services to all our clients.

In some instance, we may not have discretion. We will discuss all transactions with you prior to execution or you will be required to make the trades if in an employer sponsored account.

Item 17: Voting Client Securities

Moneyfull does not vote client securities. The client will maintain responsibility for directing the manner in which proxies are voted, as well as all other elections relative to mergers, acquisitions, tender offers or other events pertaining to the client's investments. The client will receive their proxies and other solicitations directly from the custodian or transfer agent for their investments.

If the client would like to ask questions on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

Item 18: Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of client funds or securities or require or solicit prepayment of more than \$500 in fees per client six months in advance.

Item 19: Requirements for State-Registered Advisers

Please see Form ADV Part 2B, Item 2 regarding our Investment Advisor Representative's formal education and business background.

Please see Form ADV Part 2B, Item 4 for information regarding our Investment Advisor Representative's other business activity along with the time spent.

Moneyfull does not assess clients a performance fee.

Moneyfull's IARs have not been involved in or found liable in an arbitration claim or civil, self-regulatory organization or administrative proceeding alleging damages in excess of \$2,500, involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices.

If you have any questions, concerns or require additional information before retaining the services of Moneyfull, you may contact our CCO Addie McHale at 720-515-7805.

Moneyfull, LLC

Form ADV Part 2B – Firm Brochure

Judy Adams McHale, CFP®

**2921 W. 38th Avenue, # 251
Denver, Colorado 80211**

www.moneyfull.com

720-515-7805

February 1, 2023

The Brochure Supplement provides information about Judy Adams McHale, CFP® (CRD# 4987427) that supplements the Moneyfull, LLC Brochure. You should have received a copy of the Brochure. Please contact Addie McHale, Chief Compliance Officer if you did not receive Moneyfull's Brochure or if you have any questions about the contents of this supplement.

Additional information about Judy Adams McHale is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2: Educational Background and Business Experience

Judy Adams McHale, CFP®

Born: 1968

Educational Background

- 1990 – B.S. in Business Administration and Marketing, University of Vermont

Business Experience

- 2013 – Present, Moneyfull, LLC, Owner and CCO
- 2007 – 2013, TIAA-Cref – Financial Planner

Professional Designations, Licensing & Exams

- **CFP (Certified Financial Planner)®**: CFP certificants must have a minimum of three years' workplace experience in financial planning and develop their theoretical and practical financial planning knowledge by completing a comprehensive course of study approved by CFP Board. They must pass a comprehensive two-day, 10-hour CFP® Certification Examination that tests their ability to apply financial planning knowledge in an integrated format. As a final step to certification, CFP practitioners agree to abide by a strict code of professional conduct.

Item 3: Disciplinary Information

Ms. McHale has no history of legal or disciplinary events.

Item 4: Other Business Activities

Ms. McHale is a licensed insurance agent and managing member of Healthfull, LLC, a licensed insurance agency. In such capacity, she offers insurance products to clients and receives normal and customary commissions as a result of any purchases of insurance products made by clients. The potential for receipt of commissions and other compensation gives her incentive to recommend insurance products based on the compensation received, rather than on the client's needs. To address this, disclosure is made to the client at the time purchase is made, identifying the nature of the transaction or relationship, the role to be played and any compensation (e.g., commissions, trails) to be paid by the client and/or received by the insurance agent. She will at

all times act in the best interest of her clients and act as a fiduciary in carrying out services to clients. It should be noted that the client is under no obligation to purchase insurance products through Addie McHale.

Ms. McHale owns residential real estate and receives compensation through rental income. This is a non-investment related activity in which Ms. McHale spends less than 5 hours per month.

Item 5: Additional Compensation

Addie McHale does not receive any economic benefit for providing advisory services beyond the scope of MoneyFull, LLC and business activities listed in Item 4.

Item 6: Supervision

Ms. McHale is the Chief Compliance Officer of Moneyfull, LLC. She is self-supervised, supervises the firm's compliance with all applicable securities regulations, including her own, and will adhere to the firm's policies and procedures. Specific areas of review include transactions, account suitability, and written correspondence including email, among other activities.

Ms. McHale may be reached at 720-515-7805.

Item 7: Requirements for State-Registered Advisers

Ms. McHale has not been involved in or found liable in an arbitration claim or civil, self-regulatory organization or administrative proceeding alleging damages in excess of \$2,500, involving an investment or an investment-related business or activity; fraud, false statement(s), or omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or dishonest, unfair, or unethical practices.

Ms. McHale has not been the subject of a bankruptcy petition.

To the best of our ability all material conflicts of interest are disclosed regarding MoneyFull, LLC, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.