



## **Financially in Tune, LLC**

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

**Effective: March 24, 2019**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Financially in Tune, LLC (“Financially in Tune” or “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (781) 587-0582 or by email at [info@financiallyintune.com](mailto:info@financiallyintune.com).

Financially In Tune is a registered investment advisor with State of Massachusetts. 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. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Financially In Tune to assist you in determining whether to retain the Advisor.

Additional information about Financially In Tune and its Advisory Persons is 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# 156200.

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**<http://www.financiallyintune.com/>**

## Item 2 – Material Changes

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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 the Advisory Persons of Financially In Tune. For convenience, we have combined these documents into a single disclosure document.

Financially In Tune believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Financially In Tune 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.

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has appointed Philip Lee as the Chief Compliance Officer of Financially In Tune.
- The Advisor has amended its fees for hourly financial planning services. Please see Item 5.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall 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# 156200. You may also request a copy of this Disclosure Brochure at any time by contacting us at (781) 587-0582 or by email at [info@financiallyintune.com](mailto:info@financiallyintune.com).

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

Financially in Tune, LLC (“Advisor”) is a registered investment advisor with the State of Massachusetts, which is organized as a Limited Liability Company (LLC) under the laws of the Commonwealth of Massachusetts. Financially In Tune was founded in February 2011, and is owned and operated by Jeanne Gibson Sullivan (Founder and Principal). Amanda Magee (Principal and Operations Manager) and Philip Lee (Principal and Chief Compliance Officer) are also minority shareholders. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Financially In Tune.

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

Financially In Tune offers investment advisory services to individuals, high net worth individuals, trusts, estates and businesses (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment 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.

#### Portfolio Management Services

Financially In Tune provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Financially In Tune works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Financially In Tune will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Financially In Tune’s investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Financially In Tune will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Financially In Tune evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Financially In Tune may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Financially In Tune 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. Financially In Tune 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[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Financially In Tune accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 - Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement, please see Item 12 – Brokerage Practices.

#### Financial Planning Services

Financially In Tune will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals, objectives and financial circumstance.

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Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to 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, commence or alter retirement savings, establish education savings and/or charitable giving programs.

Financially In Tune may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it 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 implement the transaction through the Advisor.

### **C. Client Account Management**

Prior to engaging Financially In Tune to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Financially In Tune, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Financially In Tune will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Financially In Tune will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Financially In Tune will provide investment management and ongoing oversight of the Client's investment portfolio.

### **D. Wrap Fee Programs**

Financially In Tune does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Financially In Tune.

### **E. Assets Under Management**

As of December 31, 2018, Financially In Tune manages the following assets:

Discretionary Assets	\$78,406,504
Non-Discretionary Assets	\$7,368,757
<b>Total Assets Under Management</b>	<b>\$85,775,261</b>

Clients may request more current information at any time by contacting the Advisor.

## Item 5 – Fees and Compensation

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

### A. Fees for Advisory Services

#### Portfolio Management Services

Investment advisory fees are paid quarterly in advance of each calendar quarter, pursuant to the terms of the portfolio management agreement. Clients will be charged a fixed fee starting at the beginning of each calendar quarter.

The fixed fee for each portfolio management Client is based on several factors, including assets under management, complexity of the engagement, financial planning needs, frequency of reviews and meetings. Fixed fees shall be in effect for at least two years, if no new agreement is signed, then the existing fixed fee will continue.

While assets under management is not the sole factor as described above, a guideline for the fixed fees is provided below. Fees will only be greater than the chart below if the client's circumstances are more complex.

Assets Under Management	Fixed Fee (Annual)	Annual Percentage
Less than \$100,000	\$1,000	Greater than 1%
\$100,000 to \$500,000	\$1,000 to \$7,500	1% to 1.5%
\$500,000 to \$1,000,000	\$5,000 to \$12,500	1% to 1.25%
\$1,000,000 to \$3,000,000	\$7,500 to \$22,000	0.75% to 1%
Over \$3,000,000	\$15,000 and up	Negotiated

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. All securities held in accounts managed by Financially In Tune will be independently valued by the Custodian. Financially In Tune will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Financial Planning Services

Financially In Tune offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements are billed at \$275 per hour. Fixed engagement fees range from \$1,000 to \$5,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and total costs will be provided to the Client prior to engaging for these services.

As of January 1, 2021, hourly engagements will be billed at \$300 per hour.

### B. Fee Billing

#### Portfolio Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Financially In Tune at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the

fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Financially In Tune to be paid directly from their account[s] held by the Custodian as part of the portfolio management agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. The Advisor does not collect advance fees of \$500 or more for any services that will be completed six (6) months or more in advance.

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

Clients may incur certain fees or charges imposed by third parties, other than Financially In Tune, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. The fees charged by Financially In Tune are separate and distinct from these custody and execution fees.

In addition, all fees paid to Financially In Tune for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. 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. A Client may be able to invest in these products directly, without the services of Financially In Tune, but would not receive the services provided by Financially In Tune which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Financially In Tune to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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

#### Portfolio Management Services

Financially In Tune is compensated for its services in advance of the quarter in which services are rendered. Either party may terminate the portfolio management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the portfolio management agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After 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 termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's portfolio management agreement with the Advisor is non-transferable without the Client's prior consent.

#### Financial Planning Services

Financially In Tune may require an advance deposit as described above. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After 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 termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

### **E. Compensation for Sales of Securities**

Financially In Tune does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

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Financially In Tune does not charge performance-based fees for its investment advisory services. The fees charged by Financially In Tune 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.

Financially In Tune 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 – Types of Clients**

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Financially In Tune offers investment advisory services to individuals, high net worth individuals, trusts, estates and businesses. The amount of each type of Client is available on Financially In Tune's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Financially In Tune generally does not impose a minimum relationship size.

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

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### **A. Methods of Analysis**

Financially In Tune may employ fundamental, technical, cyclical, behavioral and charting analysis methods in developing investment strategies for its Clients. Research and analysis from Financially In Tune are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps 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 the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Financially In Tune will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular security that Financially In Tune is recommending. The risks with cyclical analysis are similar to those of technical analysis.

*Behavioral finance analysis* involves an examination of conventional economics as well as behavioral and cognitive psychological factors. Behavioral finance methodology seeks to combine a qualitative and quantitative approach to provide explanations for why individuals may, at times, make irrational financial decisions. Where conventional financial theories have failed to explain certain patterns, the behavioral finance methodology investigates the underlying reasons and biases that cause some people to behave against their best interests. The risks relating to behavior finance analysis are that it relies on spotting trends in human behavior that may not predict future trends.

*Charting analysis* utilizes various market indicators as investment selection criteria. These criteria are generally pricing trends that may indicate movement in the markets. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps 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 the technical and charting analysis may lose value and may have negative investment performance. The Advisor monitors these market indicators to determine if adjustments to strategic allocations are appropriate.

As noted above, Financially In Tune generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Financially In Tune will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Financially In Tune may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Financially In Tune 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 their investment goals. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

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. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely 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 risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. 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 certain components of the Advisor's strategies:

### 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.

### ETF Risks

The performance of ETFs is 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 has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the 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. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the

markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

#### Bond ETFs

Bond ETFs are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

#### Mutual Fund Risks

The performance of mutual funds is 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 a mutual fund purchased later that same day.

#### Real Estate Investment Trusts ("REITs")

Investing in Real Estate Investment Trusts ("REITs") involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

**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 reminded to discuss these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving Financially In Tune or any of its Supervised Persons.** Financially In Tune values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are available 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# 156200.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

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

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Advisory Persons are members of the Garrett Planning Network (Garrett), an organization that assists financial planners in fee-only financial planning practices. Garrett is not a registered financial industry participant, nor do its activities require it to be. Financially in Tune pays an annual membership fee to Garrett for extensive services that include training, compliance and operational support to enhance our ability to provide quality service and advice to our clients.

Advisory Persons of the firm may also hold individual memberships or serve on boards or committees of professional industry associations or organizations such as the National Association of Personal Financial Advisors (NAPFA), the Financial Planning Association (FPA) or the Certified Financial Planner Board of Standards, Inc. Generally, participation in these entities requires membership fees to be paid, adherence to ethical guidelines, and meeting experiential and educational requirements.

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

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

Financially In Tune has implemented a Code of Ethics (the “Code”) that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Financially In Tune (our “Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Financially In Tune and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Financially In Tune’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (781) 587-0582 or via email at [info@financiallyintune.com](mailto:info@financiallyintune.com).

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

Financially In Tune allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Financially In Tune 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. Financially In Tune does not have a material interest in any securities traded in Client accounts.

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

Financially In Tune allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code 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 may 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. This risk is mitigated by Financially In Tune requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”) or delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

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

While Financially In Tune allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Financially In Tune, or any Supervised Person of Financially In Tune, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

Financially In Tune generally does not exercise discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will generally engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize Financially In Tune to direct trades to the Custodian as agreed in the portfolio management agreement. Further, Financially In Tune generally does not exercise the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Financially In Tune does exercise discretion over the selection of the Custodian or to negotiate commissions on behalf of our Clients on a trade-by-trade basis, transactions may be cleared through other broker-dealers with whom Financially In Tune and its custodians have entered into agreements for prime

brokerage clearing services. Financially In Tune selects broker-dealers for transactions based on their ability to provide best execution, including but not limited to: commission rate, the value of research provided as well as execution capability, financial responsibility and responsiveness. To the extent that Financially In Tune makes use of research or other products and services provided by broker-dealers that execute transactions for Clients, Financially In Tune receives a benefit in that it does not have to produce or pay for such research or other products and services. Financially In Tune may have an incentive to select or recommend a broker-dealer based on our interest in receiving the research or other products or services, rather than on Clients' interest in receiving most favorable execution. To the extent Financially In Tune receives such benefits, it will use them to service all Client accounts, regardless of which accounts use the particular broker-dealers who provide such benefits.

Where Financially In Tune does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by Financially In Tune. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Financially In Tune may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices. Financially In Tune will generally recommend that Clients establish their account[s] at Fidelity Clearing & Custody Solutions, and related entities of Fidelity Investments, Inc. (collectively "Fidelity") and Charles Schwab & Co., Inc. ("Schwab"). Fidelity and Schwab are unaffiliated SEC-registered broker-dealer and FINRA member. Fidelity and Schwab will serve as the Client's "qualified custodian." The Advisor maintains an institutional relationship with Fidelity and Schwab, whereby the Advisor receives economic benefits from Fidelity. Please see Item 14 below.

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

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Financially In Tune does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 – Client Referrals and Other Compensation.**

**2. Brokerage Referrals** - Financially In Tune does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Financially In Tune will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. 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 account[s]). Financially In Tune will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **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 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Financially In Tune will execute its transactions through the Custodian as authorized by the Client. Financially In Tune may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## **Item 13 – Review of Accounts**

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Financially in Tune, LLC  
607 North Avenue, Wakefield, MA 01880  
Phone: (781) 587-0582 \* Fax: (781) 587-0583  
<http://www.financiallyintune.com/>

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

Securities in Client accounts are monitored on a regular and continuous basis by Jeanne Gibson Sullivan (Principal) and Philip Lee (Principal and Chief Compliance Officer) of Financially In Tune. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

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

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Financially In Tune if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by Financially In Tune**

#### Participation in Institutional Advisor Platform (Fidelity)

The Advisor has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. Access to the Fidelity Institutional platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. 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 custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Fidelity: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

#### Participation in Institutional Advisor Platform (Schwab)

Financially In Tune has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Financially In Tune. As a registered investment advisor participating on the Schwab Advisor Services platform, Financially In Tune receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab 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 custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be

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#### **Financially in Tune, LLC**

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able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and financial support to Financially In Tune that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Financially In Tune believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### **B. Client Referrals from Solicitors**

Financially In Tune does not engage paid solicitors for Client referrals.

#### **Item 15 – Custody**

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Financially In Tune does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Financially In Tune to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Financially In Tune to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

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

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Financially In Tune generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Financially In Tune. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of a portfolio management agreement containing all applicable limitations to such authority. All discretionary trades made by Financially In Tune will be in accordance with each Client's investment objectives and goals.

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

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Financially In Tune does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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Neither Financially In Tune, nor its management, have any adverse financial situations that would reasonably impair the ability of Financially In Tune to meet all obligations to its Clients. Neither Financially In Tune, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Financially In Tune is not

required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

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

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

The Principal Officers of Financially In Tune are Jeanne Gibson Sullivan, Philip Lee and Amanda Magee. Information regarding the formal education and background of the Principal Officers are included in Item 2 – Educational Background and Business Experience of each Part 2B below.

### **B. Other Business Activities of Principal Officers**

The Principal Officers are members of the Garrett Planning Network (Garrett), an organization that assists financial planners in fee-only financial planning practices. Garrett is not a registered financial industry participant, nor do its activities require it to be. Financially In Tune pays an annual membership fee to Garrett for extensive services that include training, compliance and operational support to enhance our ability to provide quality service and advice to our clients.

The Principal Officers of the firm may also hold individual memberships or serve on boards or committees of professional industry associations or organizations such as the National Association of Personal Financial Advisors (NAPFA), the Financial Planning Association (FPA) or the Certified Financial Planner Board of Standards, Inc. Generally, participation in these entities requires membership fees to be paid, adherence to ethical guidelines, and meeting experiential and educational requirements.

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

Financially In Tune does not charge performance-based fees for its investment advisory services. The fees charged by Financially In Tune 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.

### **D. Disciplinary Information**

***There are no legal, civil or disciplinary events to disclose regarding Financially In Tune or the Principal Officers of Financially In Tune.*** Neither Financially In Tune nor the Principal Officers of Financially In Tune have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Financially In Tune or the Principal Officers of Financially In Tune.

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/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding Financially In Tune or the Principal Officers of Financially In Tune.

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

Neither Financially In Tune nor the Principal Officers of Financially In Tune have any relationships or arrangements with issuers of securities.



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

**for**

**Jeanne Gibson Sullivan, CFP<sup>®</sup>  
Founder/Principal**

**Effective: March 25, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Jeanne G. Sullivan, CFP<sup>®</sup>, (CRD# 1887387) in addition to the information contained in the Financially in Tune, LLC (“Financially In Tune” or the “Advisor”, CRD# 156200) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Financially In Tune Disclosure Brochure or this Brochure Supplement, please contact us at (781) 587-0582.

Additional information about Ms. Sullivan is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 1887387.

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<http://www.financiallyintune.com/>

## Item 2 – Educational Background and Business Experience

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Jeanne Gibson Sullivan, CFP<sup>®</sup>, born in 1957, is dedicated to advising Clients of Financially In Tune as its Founder/Principal. Ms. Sullivan earned a Master of Arts degree in Law and Diplomacy from Fletcher School of Law and Diplomacy, Tufts University in 1997. In addition, Ms. Sullivan also earned a Bachelor of Arts in Economics from Mount Holyoke College in 1979. Additional information regarding Ms. Sullivan's employment history is included below.

### Employment History:

Founder/Principal, Financially in Tune, LLC	01/2011 to Present
Senior Wealth Manager, Back Bay Financial Group	04/2000 to 12/2010
Vice President, Financial Research Corp (FRC)/Funds Distributor	05/1997 to 04/2000

### CERTIFIED FINANCIAL PLANNER™ (“CFP<sup>®</sup>”)

The CERTIFIED FINANCIAL PLANNER™, CFP<sup>®</sup> and federally registered CFP<sup>®</sup> (with flame design) marks (collectively, the “CFP<sup>®</sup> marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP<sup>®</sup> Board”).

The CFP<sup>®</sup> certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP<sup>®</sup> certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP<sup>®</sup> certification in the United States.

To attain the right to use the CFP<sup>®</sup> marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP<sup>®</sup> Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP<sup>®</sup> Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP<sup>®</sup> Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP<sup>®</sup> Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP<sup>®</sup> professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP<sup>®</sup> marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP<sup>®</sup> professionals provide financial planning services at a fiduciary standard of care. This means CFP<sup>®</sup> professionals must provide financial planning services in the best interests of their clients.

CFP<sup>®</sup> professionals who fail to comply with the above standards and requirements may be subject to CFP<sup>®</sup> Board's enforcement process, which could result in suspension or permanent revocation of their CFP<sup>®</sup> certification.

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

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***There are no legal, civil or disciplinary events to disclose regarding Ms. Sullivan.*** Ms. Sullivan has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Sullivan.

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/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Sullivan.***

However, we do encourage you to independently view the background of Ms. Sullivan on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 1887387.

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

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Ms. Sullivan is dedicated to the investment advisory activities of Financially In Tune's Clients. Ms. Sullivan does not have any other business activities.

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

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Ms. Sullivan is dedicated to the investment advisory activities of Financially In Tune's Clients. Ms. Sullivan does not receive any additional forms of compensation.

### **Item 6 – Supervision**

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Ms. Sullivan serves as the Founder and a Principal of Financially In Tune and is supervised by Philip Lee, the Chief Compliance Officer. Mr. Lee can be reached at (781) 587-0582.

Financially In Tune has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Financially In Tune. Further, Financially In Tune is subject to regulatory oversight by various agencies. These agencies require registration by Financially In Tune and its Supervised Persons. As a registered entity, Financially In Tune is subject to examinations by regulators, which may be announced or unannounced. Financially In Tune 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**

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Ms. Sullivan does not have any additional information to disclose.



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

**for**

**Philip C. Lee, CFP®  
Principal & Chief Compliance Officer**

**Effective: March 25, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Philip C. Lee, CFP®, (CRD# 4551413) in addition to the information contained in the Financially in Tune, LLC (“Financially In Tune” or the “Advisor”, CRD# 156200) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Financially In Tune Disclosure Brochure or this Brochure Supplement, please contact us at (781) 587-0582.

Additional information about Mr. Lee 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 or his Individual CRD# 4551413.

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**Financially in Tune, LLC**  
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<http://www.financiallyintune.com/>

## Item 2 – Educational Background and Business Experience

Philip C. Lee, CFP<sup>®</sup>, born in 1964, is dedicated to advising Clients of Financially In Tune as a Principal. Mr. Lee earned a Bachelors of Arts degree in Economics from Kalamazoo College in 1986. In addition, Mr. Lee earned a Certificate in Financial Planning from Boston University in 2001. Additional information regarding Mr. Lee's employment history is included below.

### Employment History:

Principal and Chief Compliance Officer, Financially in Tune, LLC	07/2016 to Present
Investment Advisor Representative, Modera Wealth Management	01/2011 to 07/2016
Investment Advisor Representative, Back Bay Financial Group, Inc.	06/2001 to 12/2010

### CERTIFIED FINANCIAL PLANNER™ (“CFP<sup>®</sup>”)

The CERTIFIED FINANCIAL PLANNER™, CFP<sup>®</sup> and federally registered CFP<sup>®</sup> (with flame design) marks (collectively, the “CFP<sup>®</sup> marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP<sup>®</sup> Board”).

The CFP<sup>®</sup> certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP<sup>®</sup> certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP<sup>®</sup> certification in the United States.

To attain the right to use the CFP<sup>®</sup> marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP<sup>®</sup> Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP<sup>®</sup> Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP<sup>®</sup> Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP<sup>®</sup> Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP<sup>®</sup> professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP<sup>®</sup> marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP<sup>®</sup> professionals provide financial planning services at a fiduciary standard of care. This means CFP<sup>®</sup> professionals must provide financial planning services in the best interests of their clients.

CFP<sup>®</sup> professionals who fail to comply with the above standards and requirements may be subject to CFP<sup>®</sup> Board's enforcement process, which could result in suspension or permanent revocation of their CFP<sup>®</sup> certification.

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

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Lee.*** Mr. Lee has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Lee.

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/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Lee.***

However, we do encourage you to independently view the background of Mr. Lee on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4551413.

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

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#### Treasurer of Clifton Improvement Association

Mr. Lee is also the Treasurer of the Clifton Improvement Association (“CIA”) in Marblehead, MA and Swampscott, MA. CIA is a 501(c)(3) non-profit organization that is committed to the environment. Mr. Lee spends approximately three hours per month during non-trading hours in this capacity and is not compensated.

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

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Mr. Lee has additional business activities that are detailed in Item 4 above.

### **Item 6 – Supervision**

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Mr. Lee serves as a Principal and the Chief Compliance Officer of Financially In Tune. Mr. Lee can be reached at (781) 587-0582.

Financially In Tune has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Financially In Tune. Further, Financially In Tune is subject to regulatory oversight by various agencies. These agencies require registration by Financially In Tune and its Supervised Persons. As a registered entity, Financially In Tune is subject to examinations by regulators, which may be announced or unannounced. Financially In Tune 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**

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



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

**for**

**Amanda A. Magee  
Principal and Operations Manager**

**Effective: March 25, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Amanda A. Magee (CRD# 6546744) in addition to the information contained in the Financially in Tune, LLC (“Financially In Tune” or the “Advisor”, CRD# 156200) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Financially In Tune Disclosure Brochure or this Brochure Supplement, please contact us at (781) 587-0582.

Additional information about Mrs. Magee is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 6546744.

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**Financially in Tune, LLC**  
607 North Avenue, Wakefield, MA 01880  
Phone: (781) 587-0582 \* Fax: (781) 587-0583  
<http://www.financiallyintune.com/>

## Item 2 – Educational Background and Business Experience

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Amanda A. Magee, born in 1980, is dedicated to advising Clients of Financially In Tune as a Principal and Operations Manager. Mrs. Magee earned a Bachelor of Arts degree from Keene State College in 2002. Additional information regarding Mrs. Magee's employment history is included below.

### Employment History:

Principal and Operations Manager, Financially in Tune, LLC	05/2012 to Present
Client Service Associate, Resolute Financial	05/2012 to 12/2016
Client Service Associate, Modera Wealth Management	01/2011 to 04/2012
Client Service Associate, Back Bay Financial Group	05/2005 to 12/2010

## Item 3 – Disciplinary Information

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**There are no legal, civil or disciplinary events to disclose regarding Mrs. Magee.** Mrs. Magee has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mrs. Magee.

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/or dishonest, unfair or unethical practices. **As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mrs. Magee.**

However, we do encourage you to independently view the background of Mrs. Magee on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 6546744.

## Item 4 – Other Business Activities

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### Girls Scout Troop Treasurer

Mrs. Magee is also the Treasurer for a Girl Scout Troop in Stoneham, MA. Mrs. Magee spends approximately one hour per month during non-trading hours in the capacity and is not compensated.

## Item 5 – Additional Compensation

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Mrs. Magee has additional business activities that are detailed in Item 4 above.

## Item 6 – Supervision

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Mrs. Magee serves as a Principal and Operations Manager of Financially In Tune and is supervised by Philip Lee, the Chief Compliance Officer. Mr. Lee can be reached at (781) 587-0582.

Financially In Tune has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Financially In Tune. Further, Financially In Tune is subject to regulatory oversight by various agencies. These agencies require registration by Financially In Tune and its Supervised Persons. As a registered entity, Financially In Tune is subject to examinations by regulators, which may be announced or unannounced. Financially In Tune 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

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Mrs. Magee does not have any additional information to disclose.

## Privacy Policy

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Effective: March 24, 2019

### Our Commitment to You

Financially in Tune, LLC (“Financially In Tune” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Financially In Tune (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Financially In Tune does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Financially In Tune does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Financially In Tune or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Financially In Tune does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### State-specific Regulations

Massachusetts	In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.
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### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (781) 587-0582 or via email at [info@financiallyintune.com](mailto:info@financiallyintune.com).