

Item 1: Cover Page

Momentum Financial Planning LLC
Firm CRD#: 298861

6042 Uno Street
Arvada, CO 80003

815.670.6202
momentumfinancialcoaching.com

Form ADV, Part 2A -- Firm Brochure
Updated November 7, 2023

This brochure provides information about the qualifications and business practices of Momentum Financial Planning LLC, "Momentum". If you have any questions about the content of this brochure, please contact us at 815.670.6202 (sarah@momentumfinancialcoaching.com). 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.

Momentum Financial Planning LLC is registered as an investment adviser, but registration does not imply any level of skill or training.

Additional information about Momentum also is available on the SEC's website at www.advisorinfo.sec.gov.

Item 2: Material Changes

Update November 7, 2023:

Update reflects changes to ongoing and project service models and fees.

Update August 31, 2023:

Update reflects Sarah Sprague Gerber's new outside business activities.

Update May 10, 2023:

Update reflects CO registration requests.

Update March 6, 2023:

Update reflects CA registration requests.

Update February 21, 2023:

Update reflects CA registration requests.

Update January 24th, 2023:

This update reflects that Sarah Sprague Gerber no longer works at MoneyLion and has also become a CFP® professional.

Update July 19th, 2021:

This update is to reflect the addition of Financial Literacy Courses and Educational Seminars/Speaking Engagements. Corresponding changes have primarily been made to Item 4 and Item 5 of this brochure.

Update February 26, 2021:

This filing update is due to Momentum's principal place of business moving to Colorado.

Update October 16, 2019:

This filing update is due to a name change of the owner, now known as Sarah Sprague Gerber.

Item 3: Table of Contents

Item 1: Cover Page	0
Item 2: Material Changes	1
Item 3: Table of Contents	2
Item 4: Advisory Business	3
Item 5: Fees and Compensation	6
Item 6: Performance-Based Fees and Side-by-side Management	9
Item 7: Types of Clients	9
Item 8: Methods of Analysis, Investment Strategies, and Risk of Loss	9
Item 9: Disciplinary Information	10
Item 10: Other Financial Industry Activities and Affiliations	10
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	10
Item 12: Brokerage Practices	11
Item 13: Review of Accounts	11
Item 14: Client Referrals and Other Compensation	12
Item 15: Custody	12
Item 16: Investment Discretion	12
Item 17: Voting Client Securities	12
Item 18: Financial Information	12
Item 19: Requirements for State-Registered Advisors	12

Item 4: Advisory Business

Momentum Financial Planning LLC is registered as an investment adviser and maintains its principal place of business in Colorado. We were founded in 2018 and first licensed in 2019. Sarah Sprague Gerber is the principal owner, president, and Chief Compliance Officer of Momentum. Momentum has no assets under management.

Momentum provides ongoing financial planning services and project-based financial planning services, including investment advice to individuals and families. These services include, but are not limited to, cash flow planning and analysis, education funding planning, values- and goals-setting, retirement planning, stock compensation planning, insurance needs analysis, estate planning strategies, employee benefits review and optimization, tax planning strategies, and risk management. For both project-based and ongoing services, the client always has the right to decide whether to act on advice provided.

Investment advice may include forming an investment policy statement, building recommendations, assisting the client in implementing the recommendations, and monitoring the recommendations. Investment recommendations are primarily limited to open-end mutual funds (including no-load funds) and exchange-traded funds, although we also may help clients with legacy stock positions. Recommendations are customized for each client, according to each client's financial goals and risk tolerance. Investment advice does not include portfolio management.

For Ongoing Planning services, the client has continuous access to the planner for helping the client implement recommendations, monitoring the plan, making additional recommendations, and adapting the plan to the client's life. These services may take the form of regular meetings, client homework in between meetings, responses to questions via email or phone, and specific project-like analyses based on a client's life events or upcoming decisions. The Ongoing Planning services also may include (but not limited to) more structured educational modules covering various aspects of a client's financial life. These services are also generally documented in the client's financial life workbook, a collaborative document for both Momentum and the client to track this work over the course of the relationship.

Ongoing Planning Service Structure		
Year 1: Financial Life Review + Comprehensive Plan Development + Financial Education	Comprehensive financial planning process over the first 12 months of the engagement, or longer if you wish to continue at a “higher-touch” pace	Generally includes monthly meetings, email/phone support, specific analyses for life events as needed
Years 2+: Ongoing Support + Financial Life Updates	Guidance and support throughout the year to help implement and update plan recommendations	Generally includes plan updates and check-ins every ~3 months, plus up to 2 hours per year of email and Zoom meeting support. Does not include comprehensive re-review of financial plan.
Annual Review (optional; only available to clients in Years 2+)	Re-review of your financial plan to assess goals progress and determine the next steps and actions you should take	More formal review of to-do lists, goals progress, cash flow, investments, etc

For Project-Based services, no follow up advice is provided. Clients are solely responsible for implementing recommendations, and upon delivery of the services the engagement ends.

Momentum’s Money & Marriage program is a subset of Momentum’s Project-Based services that is targeted towards couples. The Money & Marriage program lasts for 6 months, and can include but is not limited to, cash flow planning and analysis, education funding planning, values- and goals-setting, retirement planning, stock compensation planning, insurance needs analysis, estate planning strategies, employee benefits review and optimization, tax planning strategies, and risk management, according to the needs of the couple. No follow up advice is provided, and clients are solely responsible for implementing recommendations, and upon delivery of the services the engagement ends.

Momentum also offers financial literacy courses and educational seminars/speaking engagements to individuals in a group setting. Such services are intended to be primarily educational in nature, and not specifically tailored to any single attendee.

Financial Literacy Courses: Momentum provides online financial literacy courses around various areas of personal finance, including budgeting, ways to save, strategies for paying off debt, strategies for making large purchases, investing, and how to balance competing financial priorities. The fees vary based on course length and topic and are further explained in Item 5 below.

Educational Seminars/Speaking Engagements: Momentum provides seminars on an “as announced” basis for groups seeking general advice on investments and other areas of personal finance. The content of these seminars will vary depending on the needs of the attendees. These seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual person’s need, nor does Momentum provide individualized investment advice to attendees at these seminars.

Momentum receives no other fees other than from the services listed above. For all services, the client is under no obligation to act on Momentum’s recommendation. Momentum does not offer the possibility to effect any transactions through Momentum itself as it does not provide any portfolio management or have discretionary authority over any assets.

Momentum does not participate in wrap fee programs.

Item 5: Fees and Compensation

Momentum is a fee-only firm. Momentum is compensated solely from professional fees received directly from its clients. Momentum strongly feels that this fee structure is most equitable to investors, and helps to reduce conflicts of interest. Fees are generally negotiable. In no event will Momentum collect more than \$500.00 more than six months in advance from any client.

Ongoing Planning fees are generally negotiable and are paid monthly in arrears, directly to Momentum.

Ongoing Planning Fee Service Structure			
Service	Brief Description	What It Includes	Current Fee
Year 1: Financial Life Review + Comprehensive Plan Development + Financial Education	Comprehensive financial planning process over the first 12 months of the engagement (or longer if you wish to continue at a "higher-touch" pace)	Generally includes monthly meetings, email/phone support, specific analyses for life events as needed	Individuals: \$3,828/year (\$319/mo) Couples: \$5,472/year (\$456/mo)
Years 2+: Ongoing Support + Financial Life Updates	Guidance and support throughout the year to help implement and update plan recommendations	Generally includes plan updates and check-ins every ~3 months, plus up to 2 hours per year of email and Zoom meeting support. Does not include comprehensive re-review of financial plan.	Individuals: \$1,956/year (\$163/mo) Couples: \$2,940/year (\$245/mo)
Annual Review (optional; only available to clients in Years 2+)	Re-review of your financial plan to assess goals progress and determine the next steps and actions you should take	More formal review of to-do lists, goals progress, cash flow, investments, etc	Individuals: \$989 Couples: \$1,878

Some legacy clients may not be charged this most updated fee structure (down to \$72 per month). Fees can be paid via check, invoice, or electronic means (PayPal or AdvicePay). If a client terminates their relationship, any unearned fee will be refunded to the client on a pro-rated basis based on the number of days in the month before termination. A request to terminate will be accepted verbally or

in writing, and the termination date will generally be the date of the notice or the last meeting, whichever is later. This refund shall be received no later than 30 days from the date of a client's request. A client may terminate their relationship within the first five calendar days without incurring any advisory fees and without penalty.

Project-Based fees are negotiable and generally paid half in advance and half upon delivery of the plan, directly to Momentum.

Project-Based Fee Service Structure			
Service	Brief Description	What It Includes	Current Fee
"Launch": Financial Life Review	Financial advice across multiple aspects of your financial life focused on your top questions, but generally not a full financial plan	3 1-hour meetings + 3 months of email support	Individuals: \$2,150 Couples: \$2,650
Money & Marriage Program	6 months of personalized financial guidance for couples	Generally includes monthly meetings, email/phone support, and specific analyses related to life events as needed surrounding merging finances with a partner	\$4,500
"Just Talk with Me" Session	One-time meeting to discuss your most burning financial questions.	One 90-minute meeting with open discussion, with a pre-questionnaire you complete ahead of time	\$500

Momentum's current fee for "Launch": Financial Life Review is \$2,150 for individuals and for couples is \$2,650. Momentum's fee for the "Just Talk with Me" session is \$500. These fees are paid half up front, and half upon delivery of the completed work. Fees for the Money & Marriage program are \$4,500 for six months of financial planning guidance. Money & Marriage 6-month program fees are paid in monthly installments over the six-month time frame, in arrears. Fees for project-based services can be paid via check, invoice, or electronic means (PayPal or AdvicePay). The service may be terminated at any time verbally or in writing. If a client terminates the relationship before delivery of the plan, Momentum will deliver the already-completed work. Clients may terminate this relationship within five calendar days of signing and receive a full refund of any fees paid. Clients

otherwise terminating this agreement outside of the five day window will receive a pro-rated refund of unearned fees based on the percentage of work done up to the point of termination. This refund shall be received no later than 30 days from the date of a client's request.

Fees for financial literacy courses range from \$0 - \$1,000 based on length, complexity, and number of topics included in the course. Momentum does not charge more than \$1,000 for any financial literacy course. Fees are paid via PayPal or by credit card (via Stripe) when enrolling in the course. No credit card information is on file with Momentum. In the event the client is not satisfied with the course the advisor will issue a refund of any fees paid if notified in writing within 15 days of enrollment. This refund shall be received no later than 30 days from the date of a client's request.

Seminars are offered to organizations and the public on a variety of financial topics. Fees range from free to \$4,000 per seminar or free to \$1,000 per participant. Half of the fees are due prior to the engagement, and the other half are to be paid the day of, no later than the conclusion of the seminar. In no event will we collect more than \$500, six or more months in advance of the scheduled seminar. The fee range is based on the content, amount of research conducted, number hours of preparation needed, and the number of attendees. Seminars may be offered to members of the Tech Ladies organization, in which case the fees are set by the Tech Ladies organization. Fees for seminars are accepted via PayPal or AdvicePay electronically.

In the event of inclement weather or flight cancellation, the speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for an in-person presentation. If travel proves impossible, or the event is otherwise cancelled, the speaker's fee is waived, but the client will still be responsible for reimbursement of any non-refundable travel expenses already incurred. In the event that the client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen causes, the client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 25% of the speaker's fee if the cancellation occurs within 30 days of the event. In the event that the speaker must cancel due to health or similar unforeseen circumstances, the speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, client will not be responsible for any travel costs already incurred by the speaker or any portion of the speaker's fee.

Neither Momentum, nor any related person of Momentum, receives any compensation based on the sale of a financial product, including mutual funds. Client may incur fees from third-parties outside Momentum, such as custodians or mutual fund expenses. For more information about brokerage services, please see Item 12 of this brochure. Momentum does not manage client assets; these fees are not received nor emitted by Momentum. Lower fees for comparable services may be available from other sources.

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

We do not manage client funds, and therefore we don't charge performance-based fees.

Item 7: Types of Clients

There is no minimum account size for any of Momentum's clients. Momentum generally provides investment advice to individuals and families.

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

We primarily recommend passive investing, and do not generally engage in security analysis.

Passive investment management means building portfolios comprised of several different asset classes meant to reflect market returns at a low cost. Numerous studies have proven that most active managers underperform the market. To protect clients from the high costs and resulting underperformance of such active management, Momentum advises clients to invest in passive strategies, primarily index funds. The primary recommended investment vehicles to Momentum clients are mutual funds, including exchange-traded funds.

As with any investment, these passive strategies involve material risk of loss that you should be prepared to bear. While we can mitigate company-specific risk through diversification, manager-risk through passive portfolios, and reduce overall volatility with a broad mix of stocks, bonds, and other assets, we cannot eliminate the risk of fluctuation that comes with investing in securities. Your portfolio may lose value when compared to the amount you originally invested.

Investing in mutual funds does not guarantee a return on investment, and shareholders of a mutual fund may lose the principal that they've invested into a particular mutual fund. Mutual funds invest into underlying securities that comprise the mutual fund, and as such clients are exposed to the risks arising from such underlying securities. Mutual funds charge internal expenses to their shareholders (which can include management fees, administration fees, shareholder servicing fees, sales loads, redemption fees, and other fund fees and expenses, e.g.), and such internal expenses subtract from its potential for market appreciation. Shares of mutual funds may only be traded at their stated net asset value ("NAV"), calculated at the end of each day upon the market's close.

Investing in exchange traded funds ("ETFs") bears similar risks and incurs similar costs to investing in mutual funds as described above. However, shares of an ETF may be traded like stocks on the open market and are not redeemable at an NAV. As such, the value of an ETF may fluctuate throughout the day and investors will be subject to the cost associated with the bid-ask spread (the difference between the price a buyer is willing to pay (bid) for an ETF and the seller's offering (asking) price).

Clients are encouraged to carefully read the prospectus of any mutual fund or ETF to be purchased for investment to obtain a full understanding of its respective risks and costs.

Item 9: Disciplinary Information

Criminal or Civil Actions:

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

Administrative Enforcement Proceedings:

Momentum and its management have not been involved in any administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings:

Momentum and its management have not been involved in a self-regulatory organization's proceedings.

Item 10: Other Financial Industry Activities and Affiliations

No Momentum employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

No Momentum employee is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Momentum does not have any related parties. As a result, we do not have a relationship with any related parties.

Momentum does not select other investment advisers for clients.

Momentum only receives compensation from clients. We do not receive compensation from any outside source. We do not have conflicts of interest with any outside party.

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

Momentum has a fiduciary duty to its clients, and we take this duty seriously. This means that Momentum and its associates have utmost good faith to act solely in the best interests of its clients, above all other interests and conflicts. This fiduciary duty forms the core of our Code of Ethics and all dealings. This firm also abides by the Code of Ethics and Professional Responsibility adopted by the CFP Board of Standards Inc., takes responsibility to act in an ethical and professionally responsible manner in all professional services and activities, in addition to adhering to all federal and state securities laws and regulations.

Momentum will periodically review and amend its Code of Ethics to ensure it remains current, at least annually. The firm will provide a copy of our Code of Ethics to any client or prospective client upon request.

Momentum does not recommend individual securities to clients; recommendations are generally limited to mutual funds and ETFs. Investment Advisor Representatives are required to submit quarterly holdings reports to Momentum to ensure any conflicts with personal trading remains minimal to none.

Item 12: Brokerage Practices

Specific custodian and broker-dealer recommendations are made to clients based on their need for such services, including brokerages such as Fidelity (CRD# 7784), Charles Schwab (CRD# 5393), and Vanguard (CRD# 7452). In general, price (cost of commission), trade execution, and the availability of monitoring and adjustment services (e.g. rebalancing) are the primary drivers to recommend broker-dealers and custodians for client transactions.

Momentum does not have custody over clients' accounts; Momentum receives no research or soft-dollar benefits from a broker-dealer or custodian in connection with client securities transactions. Momentum receives no referrals from a broker-dealer or third-party in exchange for using that broker-dealer or third-party.

While Momentum may recommend a custodian for clients to use, clients may custody their assets at a custodian of their choice and choose a broker-dealer to execute their transactions.

Item 13: Review of Accounts

Sarah Sprague Gerber, President and Chief Compliance Officer of Momentum, 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. Momentum does not provide specific written reports to clients, other than financial plans.

For Momentum's Ongoing Planning services, we will work with clients to review their assets and investment holdings at least annually. Events that could trigger a special review include unusual performance, additions or deletions of client-imposed restrictions, volatility in performance, or buy and sell suggestions from the firm or per clients' needs. For Momentum's Project-based services, the engagement terminates with the delivery of the deliverable to the client, and there will be no further review unless the client reengages the firm under a new agreement.

Momentum will not provide reports, other than the client's financial plan, of the client's investment holdings, but can assist clients in obtaining such reports from the client's chosen custodian and/or broker-dealer.

Clients participating in Momentum's Financial Literacy Courses or Educational Seminars / Speaking Engagements do not receive any specific ongoing review of their accounts, and must separately retain Momentum to receive such services.

Item 14: Client Referrals and Other Compensation

We do not receive any economic benefit, directly or indirectly, from any third party for advice rendered to our clients, nor do we directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

Momentum does not have custody of client accounts at any time.

Item 16: Investment Discretion

Momentum does not provide investment management services, and does not have any assets under management, and thus does not have discretionary authority over any client accounts.

Item 17: Voting Client Securities

Momentum does not proxy vote for our clients' investment positions. Clients will receive proxy solicitations directly from the custodian. If the client has any questions regarding a proxy they receive, they may contact us at the phone number listed on the cover of this brochure.

Item 18: Financial Information

Momentum does not require prepayment of more than \$500 in fees, six months or more in advance, and thus is not required to disclose a balance sheet. Momentum does not have discretionary authority or custody of client funds or securities. Momentum has no financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. Momentum has not been the subject of a bankruptcy petition at any time during the past ten years.

Item 19: Requirements for State-Registered Advisors

Sarah Sprague Gerber (CRD# 7030174)

Educational Background:

Mar 2018 – Passed CFP® exam

2018 - Certificate Program for Personal Financial Planning, UC Berkeley Extension

2013 - Bachelor of Science in Chemical-Biological Engineering and Biology, Massachusetts Institute of Technology

Business Experience:

2018 - Present, Momentum Financial Planning LLC, President and CCO

Aug 2023 - Present, Moneymap Employee/Consultant

Jul 2018 – Dec 2022, MoneyLion, Product Manager, User Experience

Sep 2017 – Oct 2019, Flow Financial Planning, LLC, Paraplanner

Jun 2016 - Jul 2018 - Program Manager, YapStone

Aug 2013 - Jun 2016 - Various Positions, Bio-Rad Laboratories, Inc.

Professional Designations and Licensing

Accredited Financial Counselor, AFC ®

Certified Financial Planner™

Other Business Activities

Sarah Sprague Gerber is currently an employee for Moneymap on a part-time (~5 hours/week) basis. While no conflicts of interest are expected to arise, Sarah will review any possible conflicts regularly, such as time management expectations, and her Momentum clients come first.

Momentum is not compensated by performance-based fees.

No management person at Momentum Financial Planning LLC has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding. No management person at Momentum Financial Planning LLC has any relationship or arrangement with any issuer of securities.

Material Conflict of Interest Disclosure: Any material conflicts of interest have been disclosed.

Business Continuity Plan:

Momentum has a written Business Continuity Plan (“BCP”). The BCP attempts to prepare for business disruptions of varying severity and scope. Although it is impossible to anticipate every scenario, the plan strives to enable Momentum to resume doing business even after the occurrence of events that are most likely to affect business operations.