

FORM ADV PART 2A - FIRM BROCHURE

Cawley Investment Holdings LLC d/b/a Paraplan OnDemand

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Item 1 - Cover Page

This brochure provides information about the qualifications and business practices of Cawley Investment Holdings LLC, doing business as Paraplan OnDemand (the “Firm”).

The Firm provides services on a business-to-business basis to financial advisors, advisory firms, and other professional entities that engage the Firm for outsourced paraplanning and related analytical support services. For purposes of this Brochure, the term “Advisor Client” means the advisor, advisory firm, or professional entity that engages the Firm. The term “Advisor Client” does not refer to the Advisor Client’s underlying retail clients, financial planning clients, investment advisory clients, customers, or other end clients.

If you have any questions about the contents of this brochure, please contact David Cawley, Chief Compliance Officer, at the Firm’s address listed above.

Additional information about the Firm is available on the SEC’s website at www.adviserinfo.sec.gov.

This brochure has not been approved or verified by the Securities and Exchange Commission or by any state securities authority.

Item 2 - Material Changes

This is the Firm's initial brochure. Future material changes will be described in this section and, where appropriate, provided to Advisor Clients.

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Item 4 - Advisory Business

Cawley Investment Holdings LLC, doing business as Paraplan OnDemand, is an investment adviser applicant operating as a service provider to Advisor Clients. The Firm is owned by David Cawley, who serves as Managing Member and Chief Compliance Officer.

The Firm's business model is designed to provide outsourced financial planning support and analytical services to Advisor Clients. The Firm does not maintain a direct advisory relationship with the Advisor Client's underlying retail clients. All final recommendations, advice, and client-facing communications remain the responsibility of the Advisor Client.

The Firm may provide the following services to Advisor Clients:

Service	Description	Typical Fee	Early Termination
Data Entry / Plan Setup	Organization of client-provided information; entry of facts, assumptions, goals, accounts, insurance information, income, expenses, and other relevant data into financial planning software or Firm templates. This service does not include planning analysis or recommendations.	Approximately \$500 per engagement, subject to scope and complexity.	Advisor Client may terminate by written notice before completion. Advisor Client is responsible for work completed. Unearned prepaid fees will be refunded.
Basic Planning Support	Baseline planning support such as retirement projection review, cash flow modeling, goal-based modeling, and preparation of planning support materials for Advisor Client review.	Approximately \$1,000 per engagement, subject to scope and complexity.	Advisor Client may terminate by written notice before completion. Advisor Client is responsible for work completed. Unearned prepaid fees will be refunded.
Comprehensive Planning Support	More detailed planning support that may include retirement, cash flow, tax-related, insurance, estate, education, debt, and other planning analysis, depending on the written scope of engagement.	Approximately \$1,500 per engagement, subject to scope and complexity.	Advisor Client may terminate by written notice before completion. Advisor Client is responsible for work completed. Unearned prepaid fees will be refunded.
Add-On Analyses	Additional analysis requested by the Advisor Client, which may include Roth conversion analysis, Social Security analysis, stock option analysis, additional scenarios, business planning support, or other custom analytical work.	Approximately \$250 per analysis, subject to scope and complexity.	Advisor Client may terminate by written notice before completion. Advisor Client is responsible for work completed. Unearned prepaid fees will be refunded.
Service	Description	Typical Fee	Early Termination
Meeting Support	At the written request of an Advisor Client, the Firm may attend a meeting in a limited support capacity to explain modeling assumptions, analytical outputs, or methodology. The Advisor Client leads the meeting and remains responsible for advice and recommendations.	\$250 per meeting.	Advisor Client may terminate by written notice before the service is provided. If preparation work has already been performed, Advisor Client is responsible for work completed. Unearned prepaid fees will be refunded.

The specific scope, deliverables, timing, and fee for each engagement are agreed upon in writing through an engagement letter, invoice, statement of work, or fee schedule before services begin. Fees may vary based on complexity, urgency, volume, required software work, meeting support, custom analysis, and the completeness of information provided by the Advisor Client.

The Firm does not:

- Provide direct investment advice to underlying retail clients;
- Deliver final recommendations to underlying retail clients;
- Open, maintain, or trade in client accounts;
- Exercise discretionary authority;
- Take custody of client funds or securities;
- Select broker-dealers or custodians for underlying retail clients;

- Monitor underlying retail client accounts on an ongoing basis; or
- Replace the Advisor Client's responsibility for suitability, best interest, fiduciary, regulatory, or client communication obligations.

At the Advisor Client's written request, the Firm may participate in meetings with the Advisor Client and the Advisor Client's underlying clients in a limited support capacity. Any such participation is limited to explaining analytical models, planning methodology, assumptions, or planning support materials prepared for the Advisor Client. The Advisor Client is responsible for leading the meeting, making recommendations, supervising client communications, and determining the suitability or appropriateness of any advice.

As of the date of this Brochure, the Firm does not manage regulatory assets under management.

Item 5 - Fees and Compensation

The Firm charges fixed fees for services provided to Advisor Clients. Fees are not based on assets under management and are not performance-based. Fees are agreed upon in advance and documented in a written engagement letter, invoice, statement of work, or fee schedule.

The Firm's standard service fee ranges are:

- Data Entry / Plan Setup: approximately \$500 per engagement;
- Basic Planning Support: approximately \$1,000 per engagement;
- Comprehensive Planning Support: approximately \$1,500 per engagement;
- Add-On Analyses: approximately \$250 per analysis; and
- Meeting Support: \$250 per meeting.

Fees may vary depending on the facts and circumstances of the engagement, including the complexity of the planning issues, number of scenarios, quality and completeness of data provided, software work required, number of deliverables, meeting support requested, and timeline requested by the Advisor Client. The Firm will disclose the fee for the applicable service before beginning work. No increase in fees will become effective without the Advisor Client's prior written consent.

Payment Process. Fees are paid directly by the Advisor Client to the Firm. The Firm does not invoice, bill, debit, or collect fees directly from the Advisor Client's underlying retail clients, financial planning clients, investment advisory clients, customers, or other end clients. The Firm does not receive compensation from brokerage firms, custodians, product sponsors, or third-party referral sources in connection with its advisory services.

Payment Timing. Fees may be structured on either a full upfront basis or a partial upfront basis, as agreed in writing prior to the start of services. Unless otherwise agreed in writing, fees are due prior to the commencement of services. For engagements utilizing a partial upfront structure, the remaining balance is due upon completion of the Firm's services. Completion of services is defined as the delivery of the agreed-upon planning analysis, models, or work product to the Advisor Client.

Early Termination. An Advisor Client may terminate a service or engagement by providing written notice to the Firm. Written notice may be provided by email or other written communication. If an engagement is terminated before completion, the Advisor Client is responsible for payment for work completed through the termination date, and any unearned prepaid fees will be refunded. No refund will be owed for services that have been fully completed and delivered. If a partial fee remains unpaid for work completed before termination, the Advisor Client remains responsible for that earned amount.

Brochure Delivery and Five-Business-Day Cancellation Right. If the Advisor Client does not receive the Firm's Brochure Document(s) at least 48 hours before entering into an advisory agreement with the Firm, the Advisor Client may terminate the agreement without penalty within five business days after entering into the agreement.

The Firm's agreement and this Brochure are intended to be consistent regarding services, fees, direct payment by Advisor Clients, and early termination. If there is a discrepancy between this Brochure and any engagement letter, invoice, statement of work, or fee schedule, the Firm will resolve the discrepancy before beginning services or collecting fees for that engagement.

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

The Firm does not charge performance-based fees. The Firm does not manage client portfolios and therefore does not engage in side-by-side management of accounts that are charged different fee structures based on performance.

Item 7 - Types of Clients

The Firm provides services exclusively to Advisor Clients, which may include financial advisors, registered investment advisers, advisory firms, financial planning firms, or other professional entities that engage the Firm for outsourced paraplanning and analytical support.

The Firm does not enter into advisory agreements with the Advisor Client's underlying retail clients, financial planning clients, investment advisory clients, customers, or other end clients. The Firm does not invoice or collect fees directly from such underlying end clients.

The Firm generally does not require a minimum account size because it does not manage assets. Engagement minimums, if any, will be disclosed in writing before services begin.

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

The Firm performs financial modeling, data organization, scenario analysis, cash flow modeling, retirement projection support, tax-related planning analysis, insurance and estate planning support, and related analytical work based on information provided by Advisor Clients. The Firm may use financial planning software, spreadsheet models, planning templates, and written planning summaries to prepare work product for Advisor Client review.

The Firm's analysis may include assumptions regarding expected return, inflation, retirement age, longevity, spending, savings rates, tax rates, insurance needs, estate planning considerations, and other planning inputs. The Advisor Client is responsible for reviewing all assumptions, determining whether they are appropriate for the underlying client, and making final recommendations.

The Firm does not independently select investments, implement investment strategies, trade securities, or provide independent investment advice directly to underlying retail clients. All investment decisions and recommendations are made by the Advisor Client.

Risks associated with the Firm's services include:

- Reliance on the accuracy and completeness of data provided by Advisor Clients;
- Limitations, errors, or changes in financial planning software or third-party tools;
- Uncertainty of projections and assumptions;
- Changes in tax law, market conditions, interest rates, inflation, longevity, client behavior, and other assumptions;
- The possibility that modeled outcomes will differ materially from actual results; and

- The risk that Advisor Clients may interpret, modify, or communicate the Firm's work product in a manner different from the Firm's analytical intent.

Past performance and modeled outcomes are not indicative of future results. Financial planning analysis is inherently uncertain and should not be viewed as a guarantee of any result.

Item 9 - Disciplinary Information

The Firm has no disciplinary events to disclose related to its advisory business. See Item 19 for additional background information regarding the Firm's principal.

Item 10 - Other Financial Industry Activities and Affiliations

David Cawley, the Firm's Managing Member and Chief Compliance Officer, operates a separate business, G4G Glass LLC, which is a retail business offering glass art and related products. This activity is disclosed as an outside business activity and is not related to the Firm's advisory services.

David Cawley also engages in limited, part-time delivery services through DoorDash. This activity is non-investment related, does not involve Advisor Clients, and does not present a material conflict with the Firm's advisory services. This activity is expected to be de minimis and may be discontinued as the Firm's business develops.

The Firm does not receive compensation from these outside activities in connection with advisory services.

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

The Firm has adopted a Code of Ethics requiring supervised persons to act in the best interest of Advisor Clients, maintain confidentiality of non-public information, avoid conflicts of interest, and comply with applicable securities laws.

The Firm does not trade securities for Advisor Clients, does not recommend broker-dealers, and does not maintain discretionary authority over client accounts. The Firm may provide analytical support that relates to securities, allocation assumptions, or planning scenarios, but final recommendations and implementation decisions remain the responsibility of the Advisor Client.

A copy of the Firm's Code of Ethics is available upon request.

Item 12 - Brokerage Practices

The Firm does not recommend broker-dealers, select custodians, execute transactions, direct brokerage, or receive brokerage commissions. All brokerage and custody decisions are made by the Advisor Client or the Advisor Client's underlying client, as applicable.

Item 13 - Review of Accounts

The Firm does not maintain or manage client accounts. The Firm reviews its own work product before delivery to the Advisor Client. Work product may include data entry, planning models, scenario analyses, planning summaries, and related materials.

David Cawley, as Chief Compliance Officer, is responsible for reviewing work product for reasonableness, internal consistency, and alignment with the scope agreed to with the Advisor Client. The Advisor Client is responsible for reviewing the work product, confirming the accuracy of data and assumptions, and determining whether and how to use the work product with its underlying clients.

Item 14 - Client Referrals and Other Compensation

The Firm does not pay referral fees, receive referral compensation, or engage in solicitor arrangements. The Firm does not receive compensation from brokerage firms, custodians, product sponsors, or other third parties in connection with its advisory services.

Item 15 - Custody

The Firm does not have custody of client funds or securities. The Firm does not deduct fees from client accounts and does not hold or control client funds or securities.

Item 16 - Investment Discretion

The Firm does not have discretionary authority over client accounts. The Firm does not trade securities, implement transactions, or make investment decisions on behalf of Advisor Clients or their underlying clients.

Item 17 - Voting Client Securities

The Firm does not vote proxies or make decisions regarding client securities. Proxy voting responsibility, if any, remains with the Advisor Client or the Advisor Client's underlying client.

Item 18 - Financial Information

The Firm may require prepayment of fees. In no event will the Firm require prepayment of fees more than six months in advance and in excess of \$1,200 per Advisor Client.

The Firm has no financial condition that is reasonably likely to impair its ability to meet contractual obligations to Advisor Clients. Neither the Firm nor its management persons have been the subject of a bankruptcy petition.

Item 19 - Requirements for State-Registered Advisers

The Firm has applied for registration as an investment adviser with the Commonwealth of Pennsylvania.

Principal Executive Officer and Management Person David Cawley is the Firm's Managing Member and Chief Compliance Officer.

Education and Business Background David Cawley holds a Bachelor of Science in Business with concentrations in Finance and Accounting from the University of Pittsburgh at Johnstown. He has experience in financial planning and investment advisory support. He holds the CFP(R) certification and has passed the Series 65 examination.

Outside Business Activities David Cawley operates a separate business, G4G Glass LLC, a retail business offering glass art and related products. This activity is separate from the Firm's advisory services and is not expected to create a material conflict with Advisor Clients.

David Cawley also engages in limited, part-time delivery services through DoorDash. This activity is non-investment related, does not involve Advisor Clients, and does not present a material conflict with the Firm's advisory activities. This activity is expected to be de minimis and may be discontinued as the Firm's business develops.

Disciplinary Disclosure In 2008, David Cawley was charged with a felony offense in Pennsylvania. The felony charge was subsequently withdrawn and reduced to summary offenses. The matter was fully resolved in 2008. This matter was not related to investment advisory activities, securities, or financial services.

Performance-Based Fees The Firm does not charge performance-based fees.

Bankruptcy Neither the Firm nor its management persons have been the subject of a bankruptcy petition.