



## Client Brochure

*This brochure provides information about the qualifications and business practices of RIA Advisory Group, LLC. If you have any questions about the contents of this brochure, please contact us at (515) 965-8585 or by e-mail at [compliance@riaadvisorygroup.com](mailto:compliance@riaadvisorygroup.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.*

*Additional information about RIA Advisory Group, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). RIA Advisory Group, LLC's CRD number is: 152566*

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*Registration does not imply a certain level of skill or  
training. Version Date: 11/14/19*

## Item 2: Material Changes

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Since our last annual amendment on March 31, 2019, we have had the following material changes:

- We have applied for SEC registration.
- We have amended Item 4 to reflect our current ownership.
- We have amended Item 14 to disclose our use of solicitors.

RIA Advisory Group, LLC urges you to review the entire Brochure for changes.

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# Item 4: Advisory Business

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## A. Description of the Advisory Firm

RIA Advisory Group, LLC, was founded July 25, 2005. It is currently owned 51% by IEA Holdings, LLC, 24.5% by Jeffrey L Gibbons and 24.5% by Mary L Gibbons. Brian L. Vestal owns 100% of IEA Holdings, LLC. The Mission of the firm is to treat every client with the highest level of Integrity, to follow and employ the highest Ethical standards and to offer full Accountability in everything we do.

Please reference the ADV Part 2A for each advisor associated with RIA Advisory Group, LLC. The DBAs of the owners include IEA Wealth Management, LLC owned by Brian L Vestal, Linda A Lundquist, Benjamin A Heckart and Kevin T Prink; Trend Financial, LLC owned by Jeffrey L Gibbons; Tripoint Advisory Group, LLC owned by Brian L Vestal and Jeffrey Stier.

## B. Types of Advisory Services

RIA Advisory Group, LLC, (hereinafter "*RIA Advisory Group*") offers the following services to advisory clients:

### ***Investment Supervisory Services***

RIA Advisory Group offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client and each clients' account(s). RIA Advisory Group creates an Investment Objective Confirmation for each account, which outlines the client's current situation (income, tax levels, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Investment Supervisory Services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

RIA Advisory Group evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. RIA Advisory Group will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction.

### ***Financial Planning***

Financial plans and financial planning may include, but are not limited to investment planning, life insurance, retirement planning, college planning, and debit/credit planning. These services are based on fixed or hourly fees and the final fee structure is documented in Exhibit II of the Financial Planning Agreement.

### ***Newsletter Subscription***

RIA Advisory Group may provide a quarterly newsletter at no cost to their clients.

### ***Educational Seminars & Workshops***

RIA Advisory Group may periodically conduct educational seminars and workshops on various financial topics.

### ***Services Limited to Specific Types of Investments***

RIA Advisory Group limits its investment advice and/or money management to mutual funds,

equities, bonds, fixed income, ETFs (Exchange-Traded Funds), real estate, REITs (Real Estate Investment Trusts), insurance products including annuities, private placements, and government securities. RIA Advisory Group may use other securities as well to help diversify a portfolio when applicable.

### C. Client Tailored Services and Client Imposed Restrictions

RIA Advisory Group offers the same suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client Investment Objective Confirmation which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

Clients may not impose restrictions on their core strategies (the accounts that are actively managed) in accordance with their values or beliefs, but clients may impose restrictions in their other investments.

### D. Wrap Fee Programs

RIA Advisory Group does not participate in any wrap fee programs.

### E. Amounts Under Management

RIA Advisory Group has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$88,788,776	\$27,315,747	9/30/19

## **Item 5: Fees and Compensation**

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### **A. Fee Schedule**

#### ***Investment Supervisory Services Fees***

The Maximum Allowable Annual Fee is 2% of the Account Value. RIA Advisory Group, LLC, uses a tiered fee structure to calculate fees. This means that the percentage for the highest range of asset value applies to all managed assets, not just managed assets within that range. Fees can be paid daily, monthly or quarterly, in advance or in arrears, and clients may terminate their contracts with written notice. Please refer to Appendix A of your Investment Advisory Agreement for your current fee schedule, method and frequency of payment. Fee schedules cannot be changed without prior written consent from the client. These fees are negotiable. Refunds for fees paid in advance are given on a prorated basis, based on the number of full months remaining in a quarter at the point of termination. Refunds are not applicable for fees paid in arrears, and fees will accrue and are payable up to and including the date the agreement was terminated. Clients may terminate their contracts without penalty, for full refund, within 5 business days of signing the Investment Advisory Agreement. Advisory fees are withdrawn directly from the client's accounts with client written authorization (unless specified otherwise in the Investment Advisory Agreement).

In cases where Advisor fees are directly deducted, Advisor is required to a) Obtain client authorization, b) Send a copy of the invoice to the client at the same time that the Investment Advisor directs invoice to the custodian for payment, c) Disclose that the custodian will send quarterly statements to the client wherein Advisor fees are itemized.

#### ***Financial Planning Fees***

Fixed Fees: The minimum rate for creating client Financial Plans is \$250

Hourly Fees: The minimum hourly fee for these services is \$125

#### ***Fixed Fees***

The fixed fees for Financial Planning services are negotiated in advance and the final fee schedule for each client will be attached as Exhibit II of the Financial Planning Agreement. The fixed fees are based on the extent of involvement and complexity of the planning. Financial Planning fees are paid fifty percent in advance, but never more than six months in advance, with the remainder due upon completion of the plan. Financial Planning fees that are charged in advance are non-refundable. Clients may terminate their contracts without penalty within five business days of signing the Financial Planning Agreement.

#### ***Hourly Fees***

The hourly fees for Financial Planning services are negotiated in advance and the final fee schedule for each client will be attached as Exhibit II of the Financial Planning Agreement. The hourly fees are based on the extent of involvement and complexity of the planning. Financial Planning fees are paid fifty percent in advance based on the estimated number of required hours, but never more than six months in advance, with the remainder due upon completion of the plan. Financial Planning fees that are charged in advance are non-refundable. Clients may terminate their contracts without penalty within five business days of signing the Financial Planning Agreement.

### **B. Payment of Fees**

#### ***Payment of Investment Supervisory Fees***

Advisory fees are withdrawn directly from the client's accounts with client written authorization. Unless specified otherwise in the Investment Advisory Agreement, or Appendix C of the Investment Advisory Agreement, fees are paid monthly in arrears. If advisory fees are not withdrawn directly from the client's accounts, advisory fees may be invoiced/billed

directly to the client with payments due on the 30th of the month following the end of the month billed. Clients may select the method in which they are billed.

### ***Payment of Financial Planning Fees***

Hourly Financial Planning fees are paid via check fifty percent in advance, but never more than six months in advance, with the remainder due upon completion of the plan. Financial Planning Fees that are charged in advance are non-refundable.

## **C. Clients Are Responsible For Third Party Fees**

Clients are responsible for the payment of all third party fees (i.e. custodian fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by RIA Advisory Group. Please see Item 12 of this brochure regarding broker/custodian practices.

## **D. Prepayment of Fees**

RIA Advisory Group collects fees in arrears (although certain legacy clients of EA-Advisors will continue to be charged in advance), but fees are never collected more than six months in advance. Fees that are collected in advance will be refunded on a prorated basis, based on the number of full months remaining in a quarter at the point of termination. Fees will be returned within fourteen days to the client via check. Financial Planning Fees that are charged in advance are non-refundable.

## **E. Outside Compensation for the Sale of Securities to Clients**

Neither RIA Advisory Group nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

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

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RIA Advisory Group does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

## **Item 7: Types of Clients**

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RIA Advisory Group generally provides investment advice and/or management supervisory services to the following Types of Clients:

- Individuals
- Corporations or Business Entities
- High Net-Worth Individuals
- Trusts, Estates, or Charitable Organizations

### ***Minimum Account Size***

There is no account minimum.

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

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

### ***Methods of Analysis***

RIA Advisory Group's methods of analysis include charting analysis, fundamental analysis, and technical analysis.



**Charting analysis** involves the use of patterns in performance charts. RIA Advisory Group uses this technique to search for patterns used to help predict favorable conditions for buying and/or selling a security.

**Fundamental analysis** involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

**Technical analysis** involves the analysis of past market data; primarily price and volume.

### ***Investment Strategies***

RIA Advisory Group uses long term trading and short-term trading strategies.

**Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

## **B. Material Risks Involved**

### ***Methods of Analysis***

**Charting analysis** strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in solely using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

**Fundamental analysis** concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

**Technical analysis** attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

### ***Investment Strategies***

Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Please see Item 12 of this brochure regarding broker/custodian practices.

Short term trading generally holds greater risk and clients should be aware that there is a chance of material risk of loss using any of those strategies.

**Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

### C. Risks of Specific Securities Utilized

RIA Advisory Group generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. Our investment approach constantly keeps the risk of loss in mind. Clients face the following investment risks and should discuss these risks with RIA Advisory Group:

**Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rate rise, yields on existing bonds become less attractive, causing their market values to decline.

**Market Risk:** The price of a security, bond or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

**Inflation Risk:** Inflation is the loss of purchasing power through a general rise in prices. If an investment portfolio is designed for current income with a real rate of return of 4% and inflation were to rise to 5% or higher, the account would result in a loss of purchasing power and create a negative real rate of return.

**Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

**Reinvestment Risk:** This is the risk that future proceeds from the investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

**Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

**Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

**Financial Risk:** Excessive borrowing to finance a businesses' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

**Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

## Item 9: Disciplinary Information

No disciplinary information to report.

## Item 10: Other Financial Industry Activities and Affiliations

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### A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither RIA Advisory Group nor its representatives are registered as a broker/dealer or as representatives of a broker/dealer.

### B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither RIA Advisory Group nor its representatives are registered as a Futures Commission Merchant (FCM), Commodity Pool Operator (CPO), or Commodity Trading Advisor (CTA).

### C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

John T. Peak, Jr., is a Certified Public Accountant. Dean Michael Baker is President of Security State Bank. Mark Allan Bakker is an owner/employee of Accounting Associates West. Linda Ann Lundquist, Benjamin Allen Heckart, Kevin Todd Prink, Kirk James Bond, Mark Allan Bakker, Christopher Rayner, Jarod Pedersen and Julie Woline are licensed insurance agents. Benjamin Allen Heckart is the manager of a P&C Insurance Agency. Kevin Todd Prink is the owner of a P&C Insurance Agency. Christopher Rayner is the owner of a P&C Insurance Agency. Jeffrey Stier is an owner and attorney at Stier Law Offices. Jarod Pedersen is the owner of a P&C Insurance Agency. From time to time, they will offer clients advice or products from those activities. Clients should be aware that insurance and mortgage services pay a commission and involve a conflict of interest, as commissionable products can conflict with the fiduciary duties of a Registered Investment Advisor. RIA Advisory Group always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of RIA Advisory Group in their capacity as a CPA or insurance agent.

### D. Selection of Other Advisors or Managers and How This Advisor is Compensated for Those Selections

RIA Advisory Group does not utilize nor select other advisors or third-party managers. All assets are managed by RIA Advisory Group management.

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

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

We have a written Code of Ethics that covers the following areas: Code of Conduct, Privacy of Client Non-Public Personal Information, Insider Trading, Personal Securities Transactions, Receipt of Gifts, Political Contributions and Standards of Business Conduct. Clients and prospective clients may request a free copy of our Code of Ethics from management.

### **B. Recommendations Involving Material Financial Interests**

RIA Advisory Group does not recommend that clients buy or sell any security in which a related person to RIA Advisory Group has a material financial interest.

### **C. Investing Personal Money in the Same Securities as Clients**

From time to time, representatives of RIA Advisory Group may buy or sell securities for themselves that they also recommend to clients. RIA Advisory Group will always document any transactions that could be construed as conflicts of interest and will always transact client business before their own when similar securities are being bought or sold.

### **D. Trading Securities At/Around the Same Time as Clients' Securities**

From time to time, representatives of RIA Advisory Group may buy or sell securities for themselves at or around the same time as clients. RIA Advisory Group will trade clients' non-mutual funds and non-ETF securities before they trade their own.

## **Item 12: Brokerage Practices**

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### **A. Factors Used to Select Custodians and/or Broker/Dealers**

The Custodians, TD AMERITRADE Institutional, Division of TD AMERITRADE, Inc., member FINRA/SIPC/NFA (CRD # 5633) and Charles Schwab & Co., Inc., (CRD# 5393) member FINRA/SIPC were chosen based on their relatively low transaction fees and access to mutual funds and ETFs. RIA Advisory Group will never charge a premium or commission on transactions, beyond the actual cost imposed by the Custodians.

#### ***1. Research and Other Soft-Dollar Benefits***

RIA Advisory Group does not receive research, products, or other services from its broker/dealer or another third-party in connection with client securities transactions ("soft dollar benefits"). There is no incentive for RIA Advisory Group to direct clients to any particular broker/dealer over other broker/dealers who offer the same services. The first consideration when recommending broker/dealers to clients is best execution. RIA Advisory Group always acts in the best interest of the client.

#### ***2. Brokerage for Client Referrals***

RIA Advisory Group receives no referrals from a broker/dealer or third party in exchange for using that broker/dealer or third party.

### ***3. Clients Directing Which Broker/Dealer/Custodian to Use***

RIA Advisory Group allows clients to direct brokerage. RIA Advisory Group may be unable to achieve most favorable execution of client transactions if clients choose to direct brokerage. This may cost clients' money because without the ability to direct brokerage RIA Advisory Group may not be able to aggregate orders to reduce transactions costs resulting in higher brokerage commissions and less favorable prices.

### **B. Aggregating (Block) Trading for Multiple Client Accounts**

RIA Advisory Group maintains the ability to block trade purchases across accounts. While block trading may benefit clients by purchasing larger blocks in groups, we do not feel that the clients are at a disadvantage due to the best execution practices of our custodian.

## **Item 13: Reviews of Accounts**

### **A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews**

Client accounts are reviewed monthly, quarterly or annually only by Brian Lee Vestal, Managing Member. Brian Lee Vestal is the chief advisor and is instructed to review clients' accounts with regards to their investment policies and risk tolerance levels. All accounts at RIA Advisory Group are assigned to this reviewer.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by Brian Lee Vestal, Managing Member. There is only one level of review and that is the total review conducted to create the financial plan.

### **B. Factors That Will Trigger a Non-Periodic Review of Client Accounts**

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

### **C. Content and Frequency of Regular Reports Provided to Clients**

Each client will receive a monthly written report from the custodian detailing the client's account, and a quarterly a written report from RIA Advisory Group may be available depending on each client's level of service.

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

### **A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)**

RIA Advisory Group does not receive any economic benefit, directly or indirectly from any third party for advice rendered to RIA Advisory Group clients.

### **B. Compensation to Non-Advisory Personnel for Client Referrals**

RIA Advisory Group pays compensation to third-party solicitors if they refer clients to us. Prior to paying such referral fees, we will verify that the solicitor is appropriately registered to receive such compensation.

## **Item 15: Custody**

RIA Advisory Group does not take custody of client accounts at any time. Custody of client's accounts is held primarily at TD AMERITRADE Institutional, Division of TD AMERITRADE, Inc., member FINRA/SIPC/NFA and Charles Schwab & Co., Inc., member FINRA/SIPC. Clients will receive account statements from the custodians and should carefully review those statements. RIA Advisory Group urges clients to compare the account statements they receive from the custodian with those they received from RIA Advisory Group.

## **Item 16: Investment Discretion**

For those client accounts where RIA Advisory Group provides ongoing supervision, the client has given RIA Advisory Group written discretionary authority over the client's accounts with respect to securities to be bought or sold and the amount of securities to be bought or sold. Details of this relationship are fully disclosed to the client before any advisory relationship has commenced. The client provides RIA Advisory Group discretionary authority via a limited power of attorney in the Investment Advisory Agreement and in the contract between the client and the custodian.

## **Item 17: Voting Client Securities (Proxy Voting)**

RIA Advisory Group will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

## **Item 18: Financial Information**

### **A. Balance Sheet**

RIA Advisory Group does not require nor solicit prepayment of more than \$500 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

### **B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients**

Neither RIA Advisory Group nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

### **C. Bankruptcy Petitions in Previous Ten Years**

RIA Advisory Group has not been the subject of a bankruptcy petition in the last ten years.