

Form ADV Part 2A

Brochure Cover Page

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This brochure provides information about the qualifications and business practices of Gabridge & Company Wealth Advisors, LLC. If you have any questions about the contents of this brochure, please contact us rgabridge@gabridgeco.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 Gabridge & Company Wealth Advisors, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

The material changes in this brochure from the last annual updating amendment of Gabridge & Company Wealth Advisors, LLC on date are described below. Material changes relate to Gabridge & Company Wealth Advisors, LLC's policies, practices or conflicts of interests.

Gabridge & Company Wealth Advisors, LLC is no longer affiliated with PISA, LLC. (Item 10)

We will provide you a new brochure, at any time, without charge.

Additional information about the Registrant is also available via the SEC's website www.adviserinfo.sec.gov. The SEC's website also provides information about any persons affiliated with the Registrant who are registered as investment adviser representatives of the Registrant.

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Item 4 Advisory Business

Gabridge & Company Wealth Advisors, LLC (the “Registrant”) is an investment advisor and was validly organized on August 25, 2005.

The Registrant is wholly owned by Robert J. Gabridge, Jr.

The Registrant provides financial planning, consulting, and investment management services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

In general, new clients of the Registrant are taken through the following process:

1. Obtain information from client through interviews/questionnaire about financial resources and obligations
2. Determine client's personal and financial goals, needs, and priorities
3. Assess client's values, attitudes, and expectations
4. Determine client's time horizons
5. Determine client's risk tolerance level
6. Collect applicable client records and documents

After careful analysis and consideration, the Registrant develops a customized service offering for each client. The recommendations are discussed with the client and adjusted, if need be, based on the client's selection. Prior to engaging the Registrant to provide any advisory services, the client will be required to enter into one or more written agreements with the Registrant setting forth the terms and conditions under which the Registrant shall render its services (collectively the “Agreement”). The Registrant, depending upon the engagement, offers its services on a fee basis which may include hourly and/or fixed fees as well as fees based upon assets under management. The Registrant's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Registrant shall not receive any portion of these commissions, fees, and costs. The Registrant does not participate in wrap fee programs and is compensated solely by its clients.

As of December 31, 2016 the Registrant had \$13,553,168 assets under management/advisement. All client assets are managed on a non-discretionary basis.

Item 5 Fees and Compensation

The Registrant may provide its clients with a broad range of comprehensive financial planning and consulting services (which may include tax-related and other non-investment related matters). The Registrant will charge a fixed fee, hourly fee, or fee based upon the market value of the assets under advisement for these services. The Registrant's consulting and management fees are negotiable but range from \$500 to \$5,000 on a fixed fee basis and from \$150 to \$350 on an hourly rate basis. For pension and profit sharing plans, the Registrant may charge an asset based fee calculated based upon the market value of the assets on the last day of the previous quarter and shall vary (between 0.20% and 0.50%). Fees shall vary depending upon the market value of the pension and/or profit sharing assets the Registrant is providing advice on and the type of services to be rendered.

Prior to engaging the Registrant to provide services, the client will generally be required to enter into a written agreement with the Registrant setting forth the terms and conditions of the engagement and describing the scope of the services to be provided and the portion of the fee that is due from the client prior to the Registrant commencing services. Generally, the Registrant's fees are prorated and charged quarterly, in arrears. Fees are billed directly to the client and will not be taken from investment accounts or deducted from client assets. Either party may terminate the agreement by written notice to the other. In the event the client terminates the Registrant's services, the balance of the Registrant's unearned fees (if any) shall be refunded to the client. If termination occurs within five business days of entering into an agreement for such services the client shall be entitled to a full refund. The Registrant's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Registrant shall not receive any portion of these commissions, fees, and costs. See below, in this section, for brokerage and/or custodial discussion.

In performing its services, the Registrant shall not be required to verify any information received from the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. The Registrant may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if the Registrant recommends its own services. The client is under no obligation to act upon any of the recommendations made by the Registrant and/or engage the services of any such recommended professional, including the Registrant itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of the Registrant's recommendations. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing, evaluating, or revising the Registrant's previous recommendations and/or services.

For some clients, the Registrant may provide investment management services on a fee basis. If engaged, the Registrant shall charge an annual fee based upon a percentage of the market value of the assets being managed by the Registrant. As discussed in response to Item 12B (below), the Registrant's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Registrant

shall not receive any portion of these commissions, fees, and costs. The Registrant’s annual fee shall be prorated and charged quarterly, in arrears, based upon the market value of the assets on the last day of the previous quarter. The annual fee shall vary (between 0.50% and 1.00%) depending upon the market value of the assets under management and the type of investment management services to be rendered, as follows:

PORTFOLIO VALUE	ANNUAL FEE
Up to \$1,000,000	1.00%
Next \$2,000,000	0.75%
Above \$3,000,000	0.50%

The Registrant, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, pro bono activities, etc.).

For pension and profit sharing plans, the Registrant provides its services by reviewing and recommending mutual funds for the plans to include as options for plan participants. For separate account clients, the Registrant may offer advice on each of the following investment types: equity securities (exchange-listed securities and securities traded over-the-counter, corporate debt securities (other than commercial paper), certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities and mutual fund shares), and United States government securities. The Registrant may also provide advice about exchange traded funds (ETFs) and any type of investment held in a client's portfolio at the beginning of the advisory relationship. However, the Registrant intends to primarily allocate its client’s investment management assets, on a discretionary and/or a non-discretionary basis among mutual funds, exchange traded funds, individual debt and equity securities and/or options as well as the securities components of variable annuities and variable life insurance contracts in accordance with the investment objectives of the client. For pension and profit sharing plan clients, the Registrant may help the client conduct a comprehensive vendor search which may include the evaluation and comparison of several registered broker-dealers to provide brokerage, clearing, custodial, and administrative services to the client. Upon conclusion of the Registrant’s vendor search, the Registrant shall generally recommend that the client engage the services of one or more registered broker-dealers.

Brokerage/Custodian

For separate account clients and as further discussed in response to Item 12B (below), the Registrant shall generally recommend that clients utilize the brokerage and clearing services of a qualified financial institution including, but not limited to, any broker-dealer recommended by the Registrant, broker-dealer directed by the client, trust companies, banks etc. (collectively referred to herein as the “Financial Institution(s)”). All clients, separate account and pension and profit sharing, may only implement the Registrant’s investment recommendations after the client has arranged for accounts with appropriate financial institutions.

Clients may incur certain charges imposed by the Financial Institution(s) and other third parties such as custodial fees, charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other fund

expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to the Registrant's fee.

The Registrant also may render non-discretionary investment management services to clients relative to: (1) variable life/annuity products that they may own, and/or (2) their individual employer-sponsored retirement plans. In so doing, the Registrant either directs or recommends the allocation of client assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The client assets shall be maintained at either the specific insurance company that issued the variable life/annuity product which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan.

For the initial quarter of investment management services, the first quarter's fees shall be calculated on a pro rata basis. The Agreement between the Registrant and the client will continue in effect until terminated by either party pursuant to the terms of the Agreement. The Registrant's annual fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the client, as appropriate, in a timely manner.

Additions may be in cash or securities provided that the Registrant reserves the right to liquidate any transferred securities, or decline to accept particular securities into a client's account. The Registrant may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

The Registrant's clients are advised to promptly notify the Registrant if there are ever any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon the Registrant's management services.

Neither the Registrant nor the client may assign the Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of the Registrant shall not be considered an assignment.

A copy of the Registrant's privacy policy notice and a written disclosure statement that meets the requirements of Rule 204-3 of the Investment Advisers Act of 1940, as amended ("Advisers Act"), shall be provided to each client prior to or contemporaneously with the execution of the Agreement. Any client who has not received a copy of the Registrant's written disclosure statement at least forty-eight (48) hours prior to executing the Agreement shall have five (5) business days subsequent to executing the agreement to terminate the Registrant's services without penalty.

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

Neither the Registrant nor any of your supervised persons accepts performance-based fees – that is, fees based on a share of capital gains on or capital appreciation of the assets of a client (such as a client that is a hedge fund or other pooled investment vehicle).

Item 7 Types of Clients

The Registrant provides consulting and investment management services to individuals and pension and profit sharing plans.

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

The Registrant primarily uses the fundamental method for analyzing investment options. Prior to suggesting investment strategies, the Registrant gains an understanding of the client's purpose, goals, objectives, expectations, and risk tolerance. Then each investment strategy is designed to be diversified as completely practical. There should be diversification of asset classes, investment managers, investment style, currencies, and geopolitical risks.

Each investment portfolio is designed taking into account the assets, objectives, needs, and character of the client and/or beneficiary and is monitored with those in mind.

The Registrant uses a clear, disciplined and objective process for selecting, monitoring, removing and replacing investment managers, custodians, banks, trade execution, accounting and other professionals.

NOTE: Investments involve risk, including the possible loss of principal. Investors should be prepared to bear the burden of such risk prior to entering any investment.

Item 9 Disciplinary Information

The Registrant is not currently and has not been in the past, the subject of any disciplinary action by any regulator. No executive officer or staff member of the Registrant is currently, or has ever been, the subject of any disciplinary action by any regulator.

Item 10 Other Financial Industry Activities and Affiliations

The Registrant does not render accounting advice or tax preparation services to its clients. Rather, to the extent that a client requires accounting advice and/or tax preparation services, the Registrant, if requested, may recommend the services of a third party, all of which services shall be rendered independent of the Registrant pursuant to a separate agreement between the client and the third party. The Registrant shall not receive any of the fees charged by any recommended third party, referral or otherwise. Specifically, the Principal of the Registrant, Robert J. Gabridge, Jr., also owns Gabridge & Company, PLC ("G&C"), a certified public accounting firm. As discussed above, to the extent that G&C provides accounting and/or tax preparation services to any of the Registrant's clients, all such services shall be performed by the G&C practice, in its separate capacity, independent of the Registrant, for which services the Registrant shall not receive any portion of the fees charged by the G&C practice, referral or otherwise. Although the Registrant shall not receive referral fees from the G&C practice, Mr. Gabridge shall be entitled to receive distributions relative to his respective ownership interests in the G&C practice.

The Registrant does not render pension planning services to its clients. However, the Registrant's Principal, Robert J. Gabridge, Jr. is also Principal of RightSource HR, Inc., which also does business as Gabridge & Company ("G&C HR"), which provides human resource and pension consulting services. From time to time, the Registrant may recommend certain of its clients to G&C HR for various pension consulting services. G&C HR shall render these services independently of the Registrant. The Registrant shall not receive any portion of the fees charged (referral or otherwise) by G&C HR for the services rendered. Although the Registrant shall not receive referral fees from G&C HR, Mr. Gabridge shall be entitled to receive distributions relative to his respective ownership interests in G&C HR.

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

The Registrant and persons associated with the Registrant (“Associated Persons”) are permitted to buy or sell securities that it also recommends to clients consistent with the Registrant’s policies and procedures.

When the Registrant is purchasing or considering for purchase any security on behalf of a client, no Covered Person may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when the Registrant is selling or considering the sale of any security on behalf of a client, no Covered Person may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security.

Unless specifically defined in the Registrant’s procedures (summarized above), neither the Registrant nor any of the Registrant’s Associated Persons may effect for himself or herself, for an Associated Person’s immediate family (i.e., spouse, minor children, and adults living in the same household as the Associated Person), or for trusts for which the Associated Person serves as a trustee or in which the Associated Person has a beneficial interest (collectively “Covered Persons”), any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of the Registrant’s clients.

The foregoing policies and procedures are not applicable to (a) transactions effected in any account over which neither the Registrant nor any of its Advisory Affiliates has any direct or indirect influence or control; and (b) transactions in securities that are: direct obligations of the government of the United States; bankers’ acceptances, bank certificates of deposit, commercial paper, and high quality short-term debt instruments, including repurchase agreements; or shares issued by registered open-end investment companies.

This policy has been established recognizing that some securities being considered for purchase and sale on behalf of the Registrant’s clients trade in sufficiently broad markets to permit transactions by clients to be completed without any appreciable impact on the markets of such securities. Under certain limited circumstances, exceptions may be made to the policies stated above. The Registrant will maintain records of these trades, including the reasons for any exceptions.

In accordance with Section 204A of the Advisers Act, the Registrant also maintains and enforces written policies reasonably designed to prevent the unlawful use of material non-public information by the Registrant or any of its Advisory Affiliates.

Item 12 Brokerage Practices

Factors which the Registrant considers in recommending a Financial Institution to clients include its respective financial strength, reputation, execution, pricing, research, and service. The commissions and/or transaction fees charged by the Financial Institution may be higher or lower than those charged by other broker-dealers.

The commissions paid by the Registrant's clients shall comply with the Registrant's duty to obtain "best execution." However, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealers' services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. Consistent with the foregoing, while the Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions.

If the client requests the Registrant to arrange for the execution of securities brokerage transactions for the client's account, the Registrant shall direct such transactions through broker-dealers that the Registrant reasonably believes will provide best execution. The Registrant shall periodically and systematically review its policies and procedures regarding recommending broker-dealers to its client in light of its duty to obtain best execution.

The client may direct the Registrant in writing to use a particular broker-dealer to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that broker-dealer, and the Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" client transactions for execution through other broker-dealers with orders for other accounts managed by the Registrant (as described below). As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, the Registrant may decline a client's request to direct brokerage if, in the Registrant's sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

Transactions for each client generally will be effected independently, unless the Registrant decides to purchase or sell the same securities for several clients at approximately the same time. The Registrant may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among the Registrant's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among the Registrant's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that the Registrant determines to aggregate client orders for the purchase or sale of securities, including securities in which the

Registrant's Advisory Affiliate(s) may invest, the Registrant shall generally do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. The Registrant shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that the Registrant determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, the Registrant may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist the Registrant in its investment decision-making process. Such research generally will be used to service all of the Registrant's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest.

The Registrant may receive from the Financial Institution, without cost to the Registrant, computer software and related systems support, which allow the Registrant to better monitor client accounts maintained at the Financial Institution. The Registrant may receive the software and related support without cost because the Registrant renders investment management services to clients that maintain assets at the Financial Institution. The software and related systems support may benefit the Registrant, but not its clients directly. In fulfilling its duties to its clients, the Registrant endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the Registrant's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence the Registrant's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services.

Additionally, the Registrant may receive the following benefits from the Financial Institution: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk that exclusively services registered investment advisers; 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.

Item 13 Review of Accounts

The Registrant shall review accounts on at least a quarterly basis. Such reviews are conducted by the Principal of the Registrant, Robert J. Gabridge, Jr. All clients are encouraged to discuss their needs, goals, expectations, risk tolerance and objectives with the Registrant and to keep the Registrant informed of any changes thereto. The Registrant shall contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Item 14 Client Referrals and Other Compensation

The Registrant does not have arrangements to compensate others for client referrals or make solicitations of behalf of the Registrant. Staff in affiliated entities may refer clients to the Registrant but are not compensated for such referrals.

Item 15 Custody

The Registrant does not currently have custody of client funds or securities.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Clients may receive reports based on account statements from the Registrant, which are intended to be for information purposes only. Account statements provided by the custodian are official record.

Item 16 Investment Discretion

The Registrant does not accept discretionary authority to manage securities accounts on behalf of clients.

Item 17 Voting Client Securities

The Registrant does not vote proxies on behalf of its clients. Clients will receive their proxies or other solicitations directly from their custodian or a transfer agent or from the Registrant. If clients wish to discuss or have questions about a particular solicitation, they should contact the Registrant.

Item 18 Financial Information

Not applicable.

Item 19 Requirements for State-Registered Advisers**ROBERT J. GBRIDGE, JR., CPA, CFP®**

Born 1967

Post-Secondary Education:

Michigan State University – 1991, BA, Accounting

Recent Business Background:

Gabridge & Company Wealth Advisors, LLC, Chief Executive Officer, 08/2005 – Present

RightSource HR, Inc., Chief Executive Officer, 10/2003 – Present

PISA, LLC, President, 10/2004 – 02/2017

Gabridge & Company, PLC, Chief Executive Officer, 02/1999 – Present

Falding Capital Group, LLC, Managing Partner, 02/1999 – 10/2003

Mr. Gabridge spends approximately 80% of his time managing Gabridge & Company Wealth Advisors. He spends his remaining time (20%) working with the executives of RightSource HR, Inc. and Gabridge & Company, PLC.

CPA Certification Requirements

Certified Public Accountant (CPA) is the statutory title of qualified accountants in the United States who have passed the Uniform Certified Public Accountant Examination and have met additional state education and experience requirements for certification as a CPA.

CFP® Certification Requirements

Education: CFP® professionals must develop their theoretical and practical financial planning knowledge by completing a comprehensive course of study at a college or university offering a financial planning curriculum approved by CFP Board. Other options for satisfying the education component include submitting a transcript review or previous financial planning-related course work to CFP Board for review and credit, or showing the attainment of certain professional designations or academic degrees.

Examination: CFP® practitioners must pass a comprehensive two-day, 10-hour CFP® Certification Examination that tests their ability to apply financial planning knowledge in an integrated format. Based on regular research of what planners do, the exam covers the financial planning process, tax planning, employee benefits and retirement planning, estate planning, investment management and insurance

Experience: CFP® professionals must have three years minimum experience in the financial planning process prior to earning the right to use the CFP® certification marks. As a result, CFP® practitioners possess financial counseling skills in addition to financial planning knowledge.

Ethics: As a final step to certification, CFP® practitioners agree to abide by a strict code of professional conduct, known as CFP Board's Code of Ethics and Professional Responsibility, that sets forth their ethical responsibilities to the public, clients and employers. CFP Board also performs a background check during this process, and each individual must disclose any investigations or legal proceedings related to their professional or business conduct.